



Amendment No. 1
to
Contract No. MA 7500 NA190000037
for
Painting Services
between
Corza Construction, LLC
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to change the Scope of Work as indicated below.

1.1 The dollar amount for work that may be assigned on a rotational basis as indicated in the Scope of Work, Section 2, Award of Work After Contract Execution is hereby changed as follows:

The City intends to make multiple contract awards from this solicitation. An invitation will be issued to each Contractor awarded a contract through this solicitation for jobs estimated to be \$5,000.00 or more. Projects that are estimated to be \$5,000.00 or less may be assigned to Contractors on a rotational basis. The amount of work assigned to the Contractor is variable. Individual projects shall be awarded based upon the lowest fixed-price quotation meeting the project scope of work requirements.

1.2 The quote tabulation process has been clarified in Section 4.3 Project Quotes and Expedited Services:

The Department will send an email to all Contractors that quoted the project, listing them in order from lowest price dollar amount to the highest priced dollar amount and note the awarded Contractor. If a Department makes an award to a Contractor other than the lowest-priced quote, an explanation/justification will be provided.

2.0 The City hereby amends the above referenced contract to remove items 6.B.6 and 6.B.7 of the Section 0400 Supplemental Purchase Provisions and replace with the language below.:

6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

B. Provide an itemized invoice that contains, at a minimum, the following:

B.1 Address of work performed

B.2 City of Austin contract number

B.3 City of Austin purchase order number

B.4 Contractor's unique invoice number and date

B.5 Beginning and ending dates of services rendered

~~B.6 Labor hours worked and proof of labor charges~~ The Contractor's unique quotation number

~~B.7 Supplier's invoices for material or equipment rentals and proof of material and equipment charges~~ The fixed-price amount as quoted

3.0 The total Contract amount is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/3/2018 – 12/2/2021	\$6,000,000.00	\$6,000,000.00
Amendment No. 1: Scope of Work Clarifications 12/27/2018	\$0	\$6,000,000.00


4.0 MBE/WBE goals were not established for this contract.

5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

 1/24/19
Printed Name: Juan Carlos Garza
Authorized Representative

Corza Construction, LLC
11233 Kirkland Hill Path
Austin, TX 78754

Signature & Date:

 1/25/19
Cyrenthia Ellis, Procurement Manager
City of Austin Purchasing Office



Amendment No. 1
to
Contract No. MA 7500 NA190000037
for
Painting Services
between
JNA Painting and Contracting Company, Inc.
and the
City of Austin, Texas

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Amendment No. 1: Scope of Work Clarifications 12/27/2018	\$0	\$6,000,000.00

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6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:



Printed Name: Nick Anastasis
Authorized Representative

JNA Painting and Contracting Company, Inc.
17819 Davenport Rd. #240
Dallas, TX, 75252

Signature & Date:



Cyrenthia Ellis, Procurement Manager
City of Austin Purchasing Office



Amendment No. 1
to
Contract No. MA 7500 NA190000037
for
Painting Services
between
Southstone Development Group, LLC
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to change the Scope of Work as indicated below.

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6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

 01/17/19

Printed Name: Alexander Canalini
Authorized Representative

Southstone Development Group, LLC
1914 E. 6th St., #6339
Austin, TX, 78702

Signature & Date:

 1/25/2019
Cyrentha Ellis, Procurement Manager
City of Austin Purchasing Office



Amendment No. 1
to
Contract No. MA 7500 NA190000037
for
Painting Services
between
Trini Construction Builder, LLC
and the
City of Austin, Texas

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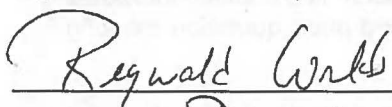
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Signature & Date:

1/24/2019



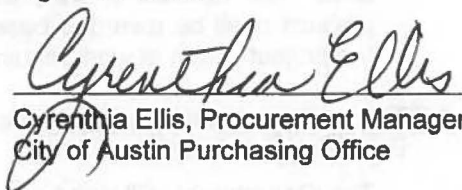
Printed Name:

Authorized Representative

REGINALD Worlds

Trini Construction Builder, LLC
P.O Box 81431
Austin, Texas, 78708

Signature & Date:

 1/25/19

Cyrenthia Ellis, Procurement Manager
City of Austin Purchasing Office



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP 7500 KDS3001

DATE ISSUED: 6/25/2018

REQUISITION NO.: 18040200403

COMMODITY CODES: 91054, 14545

**FOR CONTRACTUAL AND TECHNICAL
 ISSUES CONTACT THE FOLLOWING
 AUTHORIZED CONTACT PERSON:**

PRIMARY: Kim Larsen
 Procurement Specialist II
 Phone: (512) 974-2261
 E-Mail: kim.larsen@austintexas.gov

SECONDARY: Shawn Willett, CPPO
 Deputy Procurement Officer
 Phone: (512) 974-2021
 E-Mail: shawn.willett@austintexas.gov

COMMODITY/SERVICE DESCRIPTION:
 Painting Services

NON-MANDATORY PRE-PROPOSAL DATE AND TIME:
 July 9, 2018 – 9:00 AM

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
 RM 308, AUSTIN, TEXAS 78701

CALL IN INFORMATION: 512-974-9300, **CODE:** 968108

PROPOSAL DUE PRIOR TO:
 Thursday, July 19, 2018 - 2:00 PM

PROPOSAL OPENING TIME AND DATE:
 Thursday, July 19, 2018 - 3:00 PM

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
 RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION OPENING ONLINE: For RFP's, only the
 names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,
 please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
 as shown below:**

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP 7500 KDS3001	Purchasing Office-Response Enclosed for Solicitation # RFP 7500 KDS3001
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 SIGNED ORIGINAL PAPER RESPONSE AND 1 ELECTRONIC COPY OF YOUR RESPONSE ON A FLASH DRIVE (Include a single scanned file of the original response as well as the Excel workbook for Attachments 1-3)

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	14
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – <i>Complete and return</i>	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION – <i>Complete and return</i>	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – <i>Complete and return</i>	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – <i>Complete and return</i>	1
00830	WAGE RATES AND PAYROLL REPORTING	4
00830BC	WATE RATES AND PAYROLL REPORTING – WATE RATE DETERMINATION	5
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – <i>Complete & return</i>	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – <i>Complete and return if applicable</i>	3
Attachment 1	PROJECT SAMPLE – Austin Convention Center Service Yard	9
Attachment 2	PROJECT SAMPLE WORKSHEET – Austin Convention Center Service Yard (Excel document) – <i>Complete and return</i>	2
Attachment 3	PRICE SHEET - <i>Complete and return</i>	2
Attachment 4	EXCEPTIONS TO THE SOLICITATION – <i>Complete and return</i>	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Legal Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
Revision 1.1.**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 2:00 PM, one (1) week prior to the proposal opening date. Submissions may be made via email to kim.larsen@austintexas.gov, or via fax at (512) 974-2388.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will NOT be considered.

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
Revision 1.1.**

- (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

- (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. TERM OF CONTRACT:

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended automatically beyond the initial term for up to two (2) additional twelve (12)-month periods at the City's sole option unless the Contractor is notified in writing no less than ninety (90) days prior to the contract's expiration. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
 - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
Revision 1.1.**

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 - B.5 Beginning and ending dates of services rendered
 - B.6 Labor hours worked and proof of labor charges
 - B.7 Supplier's invoices for material or equipment rentals and proof of material and equipment charges

Invoices for the applicable department shall be mailed to the below address OR may be emailed if an address is listed below. Please choose one delivery method in order to avoid duplication of invoices (do not mail AND email invoices).

1	Austin Convention Center Attn: Financial Services 500 E. Cesar Chavez St. Austin, TX 78701 Or ACCD.AcctsPayable@austintexas.gov	5	City of Austin – Public Works Attn: Financial Services PO Box 1088 Austin TX 78767 or PWDaccounts payable@austintexas.gov
2	City of Austin Building Services Accounts Payable Email: BSDAPInvoices@austintexas.gov	6	Austin Water Main Building – Waller Creek Attn: Financial Services 625 E. 10 th St. Austin, TX 78767
3	Austin Police Department PO Box 1088 Austin TX 78767	7	Austin Public Library Attn: Financial Services PO Box 2287 Austin, TX 78767
4	City of Austin Parks and Recreation Department Attn: Financial Services 200 S. Lamar Blvd. Austin, TX 78704 Or PARDAccountsPayable@austintexas.gov	8	City of Austin – Aviation 3600 Presidential Blvd. Ste. 411 Austin TX 78719 Or ABIA.invoices@austintexas.gov

- C. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
7. **LIQUIDATED DAMAGES:** Time is of the essence in the performance of the Contract; therefore, the Contractor shall strictly adhere to the Contract project schedule. No changes in the project schedule shall be effective unless in writing executed by both the City and the Contractor. The parties agree that if, due to no fault of the City, delivery of any material or performance of any service is delayed beyond the time specified in the Contract project schedule, the actual damages sustained by the City because of such delay will be

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
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uncertain and difficult to determine, and that the reasonable foreseeable damage incurred by the City is hereby stipulated to be 20% of the project quote not-to-exceed amount. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of 20% of the project quote not-to-exceed amount.

8. **RETAINAGE:** The City may withhold twenty percent (20%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

9. **RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.

10. **PREVAILING WAGE:** Contractor shall comply with the requirements of Section 00830 Prevailing Wage Rates and Payroll Reporting including the wage rates listed in Section 00830BC Wage Rates for Building Construction or Section 00830HH Wage Rates for Heavy and Highway Construction.

11. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

12. **NON-SOLICITATION:**

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100% percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

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- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100% percent of the employee's annual compensation while employed by the Contractor.

13. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the City buildings by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City buildings at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving City buildings and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

14. AUSTIN CONVENTION CENTER DEPARTMENT CONTRACTOR OR SUBCONTRACTOR ACCESS REQUIREMENTS: Authorized ID and access to those acting as a Contractor or Contractor's Subcontractor who are providing services at Austin Convention Center Department (ACCD) must adhere to the security requirements defined below. Violation of the applicable requirements below may result in the Contractor or its Subcontractor to be removed from ACCD facility or property.

- A. Other than ACCD and in-house contractor employees, and unless other arrangements are made with the Contract Manager, persons conducting business with Austin Convention Center (ACC) are required to enter through the service entrance at the pedestrian gate on Red River St. and check-in at the Security Check-In inside the service yard or with the Security Control Center. Persons arriving at ACC may also enter through the Administrative Offices entrance on Cesar Chavez Street. Persons conducting business with Palmer Events Center (PEC) are required to enter through the garage service entrance and check-in with the PEC Security Control Office or PEC Administrative Offices. Any other means of access entry into the facilities are unauthorized.
- B. Contractors, Contractor's Subcontractors or others who are providing services at ACCD shall be issued Temporary Badge/Access, which may be an ACCD Photo or Non-Photo ID Badge.
- C. All persons not directly escorted by an ACCD employee must clearly display an access/ID device while on ACCD facility premises.

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- D. Use of ACCD access/ID devices to access any part of ACCD facilities for non-business purposes (events, shows, etc.) is prohibited.
- E. Any ACCD employee may check an individual's status or contact Security Control Center whenever observing person(s) in non-public areas of ACCD facilities who are not being directly escorted by an ACCD employee or who are not displaying any required access/ID devices.
- F. Restricted areas of the facility with signs stating "Authorized Personnel Only" are off limits to all persons except those authorized.
- G. Unless authorized by ACCD Management, exterior access into ACCD facilities using keys is prohibited.
- H. Under no circumstances shall any person issued an access/ID device, allow another person entry into any ACCD facility using their access/ID device. This includes "piggy-backing" through access doors or gates. Any person with an ACCD ID badge or access device who allows another person to enter using their access privileges should bring the person directly to the Security Control Center to be checked-in.
- I. Due to security and safety concerns, Contractors and Contractor's Subcontractors conducting business at ACCD, are not allowed to walk through the open service yard vehicle gates to enter or exit the service yards. Entry and exit should be by way of the designated pedestrian gates and walkway using appropriate access/ID devices and check-in procedures.
- J. Pedestrian traffic through ACCD's service yards and exhibit halls is restricted to authorized persons during event/show move-in and move-outs. Children under seventeen (17) are prohibited from ACCD service yards and exhibit halls during move-in and move-outs.
- K. During periods where there is no move-in or move-out traffic in the service yards, only persons with legitimate business needs are allowed into the service yards.
- L. Temporary badge/access devices issued to contractors, subcontractors or temporary workers must be returned to the Security Control Center at the completion of the ACCD work assignment. Non-photo temporary badges must be returned at the end of the employees work shift/assignment. Failure to return temporary badges/access devices at the completion of work assignments may lead to future ACCD facility access restrictions.

15. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the

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Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%
Database Name: Bureau of Labor Statistics – State and Area Employment, Hours, and Earnings
Series ID: SMU48000002023830001, Not Seasonally Adjusted
Industry: Building Finish Contractors
State: Texas Area: Statewide Supersector: Construction Data Type: All Employees, In Thousands
This Index shall apply to the following items of the Bid Sheet: Category 1, 1.1 – 1.8

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

16. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

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17. **CONTRACT MANAGER**: The Contract Manager's names will be provided at contract execution and will act as the contact point between the City department and the Contractor during the term of the Contract.

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1. PURPOSE

The City of Austin (City) seeks to establish contracts with a qualified Contractors to provide painting services. This contract is not intended for construction services that require the preparation of drawings or plans by a licensed professional architect or engineer. The painting services performed shall vary depending on the material makeup of the surface areas to be painted. Surfaces that require painting may include, but are not limited to the following:

- Drywall
- Stucco
- Plaster
- Steel
- Wood
- Concrete

Services under this contract shall support over 300 City-owned facilities on an as-needed basis. The contract will be utilized by the Austin Convention Center, Austin Energy, Austin Library, Austin Water, Building Services, and Parks and Recreation Departments. The City reserves the right to add or remove City departments or facilities at the City's discretion. All services shall be rendered at the location specified at the time of order and confirmed with Contractor's receipt of a City Purchase Order (PO).

The City may request the Contractor to provide the paint for some projects, and the City may elect to supply the paint for other projects. The City will inform the Contractor who will provide the paint during the quote approval process based on best value to the City.

Any services that have been omitted from this scope of work which are clearly necessary or in conformance with normal painting services, and surface and/or site preparation, shall be considered a requirement although not directly specified or called for in the scope of work and shall be included in the Contractor's fixed-price quote.

The City intends to make multiple awards to establish a qualified list of Contractors based on the offeror's ability to meet the scope of work requirements, qualifications, experience, sample project and cost.

2. AWARD OF WORK AFTER CONTRACT EXECUTION

The City intends to make multiple contract awards from this solicitation. An invitation will be issued to each Contractor awarded a contract through this solicitation for jobs estimated to be \$2,000.00 or more. Projects that are estimated to be \$2,000.00 or less may be assigned to Contractors on a rotational basis. The amount of work assigned to the Contractor is variable. Individual projects shall be awarded based upon the lowest fixed-price quotation meeting the project scope of work requirements.

3. CONTRACTOR REQUIREMENTS

3.1 Contractor Qualifications

The Contractor shall:

- 3.1.1 Have a minimum of three (3) years of experience in commercial painting services similar in size and scope to the City.
- 3.1.2 Have a Lead Painter/Supervisor who has a minimum of three (3) years of supervisory experience and a minimum of three (3) years of experience in the proper application of paint/primer, caulk, tape/float materials, and textures in commercial facilities. The Contractor shall submit proof of experience in their proposal. During the contract period, proof of personnel experience shall be

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submitted within five (5) business days upon request by the City.

3.2 Hours of Service

The Contractor shall:

- 3.2.1 Perform all non-expedited painting services during regular business hours, which are defined as Monday through Friday from 6:00 a.m. to 5:00 p.m.
 - 3.2.1.1 If the Contractor is unable to provide these services during the designated regular business hours, the Contractor shall obtain written approval from the Contract Manager or designee to perform the services during non-regular business hours. Work performed during non-regular business hours which are covered under this provision, shall be billed at the regular business hour labor rate.
 - 3.2.1.2 If the Contractor wishes to schedule work on weekends, the Contractor shall provide a written notice to the Contract Manager in advance no later than noon (12:00 p.m.) on the Wednesday prior to the proposed weekend the Contractor wishes to work.
- 3.2.2 Perform services during non-regular business hours, which is defined as Monday through Friday from 5:01 p.m. to 5:59 a.m., weekends, and official City holidays, **only if requested by the City**. The Contractor shall not invoice the non-regular business hour rate for services unless requested and approved in writing by the Contract Manager or designee prior to starting the work.
- 3.2.3 Not charge an overtime rate due to lack of available staff for services performed during non-regular business hours that could reasonably be completed during regular business hours. Contractor's lack of available staff to perform services shall not constitute the City paying a higher rate or paying Contractor's personnel for overtime. The City shall not be responsible for paying over time of Contractor's employees.
- 3.2.4 Provide a list of the Contractor's employees who are scheduled to provide the services to the Contract Manager. The Contractor's employees shall have proper identification (photo id, company id, etc.) in their possession to ensure access to the facility in which the Contractor is required to work.

3.3 Single Point of Contact (SPOC)

- 3.3.1 The Contractor shall provide a SPOC to the City's Contract Manager or Designee, who is English-speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this Scope of Work.
- 3.3.2 The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays and have the authority to dispatch Contractor personnel. The Contractor shall provide the office number, email address, and cell phone number for the SPOC.
- 3.3.3 The SPOC shall have full decision-making authority on behalf of the Contractor for all services provided under this Contract.
- 3.3.4 The SPOC shall inspect, monitor, and supervise the Contractor's employees; ensuring adherence to the work schedule, safety requirements, and quality of work.
- 3.3.5 During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

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3.4 On-Site Supervisor

- 3.4.1 The Contractor shall have an English-speaking, qualified working Lead Painter/Supervisor at the work-site at all times while services are being performed. The Supervisor shall be a working supervisor and perform painting services and general labor tasks. The Supervisor shall have the authority to act on behalf of the Contractor and may also serve as the Contractor's SPOC.
- 3.4.2 The Supervisor shall report to the Contract Manager or designee daily when work is being performed on this Contract, or on a schedule that is mutually agreed to between the Contractor and Contract Manager or designee.
- 3.4.3 The Supervisor shall be responsible for all keys assigned to unlock spaces and for security of the worksite.
- 3.4.4 The Supervisor shall be responsible for the conduct and performance of the Contractor's employees.

3.5 Safety Requirements

The Contractor shall:

- 3.5.1 Store, handle, and install all paint materials per manufacturer's specifications.
- 3.5.2 Comply with all provisions of the Occupational Health and Safety Act (OSHA) to protect the life and health of employees and other persons; to prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions. Contractor shall comply with the latest version of the 29 CFR 1910, Occupational Safety and Health Standards. Compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of Contractor, and the City assumes no liability or responsibility for Contractor's compliance or noncompliance with such responsibilities.
- 3.5.3 Comply with all OSHA reporting requirements for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. The Contractor shall provide a verbal report to the City immediately, and no more than one (1) business day, of the occurrence. The Contractor shall cooperate with the City, providing written documentation and any information required for their records.
- 3.5.4 Not require any person to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety.
- 3.5.5 Immediately notify the Contract Manager or designee upon detection of existing or potentially hazardous conditions while performing services under this Contract.
- 3.5.6 Comply with all Federal, State, Local and City regulations and requirements as applicable to their industry which shall include any statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation and recovery. All environmental protection matters or questions shall be coordinated with the Contract Manager or designee.
- 3.5.7 Ensure Contractor's personnel shall wear appropriate personal protection equipment at all times and follow all applicable safety practices in their industry.
- 3.5.8 Block off and mark all work areas with appropriate safety signs and safety barricades/bollards to protect the public from injury, including "Wet Paint" signs.
- 3.5.9 The Contractor is responsible for obtaining all necessary permits to barricade City streets and sidewalks.

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- 3.5.10 Be responsible for the enforcement of all safety requirements for any work performed under the Agreement. If the Contractor fails or refuses to promptly comply with safety requirements, the Contract Manager or designee may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such order shall be made the subject of a claim for extension of time or for excess costs or damages to Contractor.
- 3.5.11 Not use materials that contain asbestos or lead at any City property under this contract.
- 3.5.12 Not use any materials or chemicals that may cause a physical or health hazard without receiving prior approval from the Contract Manager. The Contractor shall provide, upon request, the manufacturer's specifications, a Safety Data Sheet (formerly MSDS), and any required Environmental Protection Agency (EPA) information on usage and handling.
- 3.5.13 Inform the Contract Manager whenever work is expected to be hazardous to City employees, the general public, and/or City operations.
- 3.5.14 Coordinate the timing and transportation of equipment or materials to the work area. If transportation through the interior of a facility is required, the Contractor shall take every precaution to ensure public safety. Under no circumstances shall the Contractor transport equipment or materials through the interior of a facility without prior coordination with the Contract Manager or designee.

3.6 Labor and Personnel

The Contractor shall:

- 3.6.1 Ensure that all Contractor's personnel report to the Security Control Center upon arrival and departure from City premises and sign in or out of the facility. The Contractor shall not allow other individuals to sign them in or out on their behalf. The City reserves the right to verify the signatures and the time signed in and out to verify Contractor's labor hours invoiced. **The City is not responsible for paying Contractor employees whom do not sign in and out with the Security Control Center.**
- 3.6.2 Remain in compliance to the City's Workforce and Security Clearance as described in Section 0400, Supplemental Terms and Conditions while onsite.
- 3.6.3 Ensure the safety of their employees, City employees, and the general public during performance of all services under this contract. The Contractor shall ensure that all crews are fully and properly equipped to perform services promptly and safely.
- 3.6.4 Have comprehensive communication programs in place for employees, which provide training and information related to the safe use of substances identified as health or physical hazards by OSHA. The Contractor shall submit proof of personnel training and experience within five (5) business days upon request by the Contract Manager.
- 3.6.5 Require all personnel assigned to the project to wear necessary safety equipment and company issued identification (shirt, hat, or badge).
- 3.6.6 Immediately remove any Contractor employee(s) or representative of the Contractor from City property or facility, if requested by the City, that is (while providing services on City property or at City facilities) incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job. Furthermore, the Contractor shall not assign such employee or representative to a City work

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order/job without the City's prior written consent. Contractor shall at all times maintain good discipline while performing services for the City.

- 3.6.7 Ensure that all personnel are continuously trained to meet the latest technology and industry standards. If a project requires the use of equipment or processes that require specialized training, the Contractor shall submit proof of personnel training and experience within five (5) business days upon request by the Contract Manager.
- 3.6.8 Understand that the Contractor and all Contractor employees performing services under this contract are not constituted as an agent or employee of the City. Accordingly, the Contractor and its employees understand and agree that they shall not be entitled to any of the rights and privileges established for employees of the City such as vacation, sick leave with pay, paid days off, life, accident and health insurance or severance pay upon termination of this contract. It is further expressly agreed and understood that the City will not withhold any sum due or payable by or on behalf of the Contractor as withholding for any law or requirement of any governmental body and that all such payments as may be required by law are the sole responsibility of the Contractor and the individual Contractor employees.

4. CONTRACTOR RESPONSIBILITIES

4.1 General

The Contractor shall:

- 4.1.1 Understand and agree that the scheduling of events at City facilities takes precedence over any scheduled painting services agreed to by the Contractor and Contract Manager or designee. The Contractor shall not hold the City liable, financially or otherwise, if the City needs to reschedule services with the Contractor due to a new event scheduled at a City facility. The Contract Manager or designee will make every reasonable effort to immediately notify the Contractor of changes in the City's schedule of events which may have an impact on scheduled services.
- 4.1.2 Provide all tools and equipment necessary and customarily required by the trade, materials, labor, permits, incidentals, expendable items, personnel protective equipment, transportation, electricity and water (if not available on site) for proper execution and completion of painting services, including scaffolding to reach a minimum working height of twenty (20) feet and pressure washers. The materials and services provided by the Contractor shall comply with all current Federal, State and local laws, City ordinances, rules and regulations.
- 4.1.3 Be responsible for inspecting each site prior to submitting a fixed-price quote for services. No variation in price or conditions shall be permitted based on the claim of ignorance, negligence, or false representation. Submission of a fixed-price quote is evidence that the Contractor has familiarized himself/herself with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of the work to be done, and the equipment, materials, labor, etc. required.
- 4.1.4 Contractor shall schedule site inspections with the Contract Manager or designee.
- 4.1.5 Use materials that are factory-new and free of defects in materials and workmanship.
- 4.1.6 Provide all transportation required to perform the work. Contractor shall park its vehicles in areas designated by the City, if available. In the event the City cannot make parking arrangements for the Contractor, the Contractor shall be responsible for parking fees and fines. All vehicles parked on City property shall be clearly marked with the Contractor's or subcontractor's name on both sides of each vehicle. Magnetic signs are acceptable.

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- 4.1.7 Upon arrival at the job site, the Contractor shall also notify the Contract Manager/Designee of work to begin.
- 4.1.8 Be responsible for any and all damage to City equipment or property as a direct result of Contractor's equipment, employees, or Contractor's subcontractor's actions.
 - 4.1.8.1 If damage occurs, Contractor shall notify the Contract Manager immediately.
 - 4.1.8.2 Surfaces, fixtures, or furnishings damaged by the Contractor's employees shall be replaced or repaired to the satisfaction of the City by the Contractor, and at no cost to the City. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.
 - 4.1.8.3 The set-up area shall be protected to prevent damage to the site grounds. This protection may be, but is not limited to, laying out tarps or other protective materials. The Contractor shall be responsible for any damage to surrounding building walls, landscaping, parking lots, sidewalks, and adjacent properties.
- 4.1.9 Attend monthly or quarterly review meetings as requested by the Contract Manager or designee to review Contract Performance.

4.2 Sustainability

The Contractor shall:

- 4.2.1 Use LOW or NO VOC paint whenever possible. Inform the City of alternative products and practices it can offer that meet the City's sustainable purchasing objectives and that can be used to complete services. The alternative products and practices should consider total cost of ownership during the product's useful life, including operation, supplies, maintenance, and disposal cost and:
 - 4.2.1.1 Conserve natural resources throughout the product life cycle by supporting up-cycling and recycling efforts as well as utilize products with high recycled content
 - 4.2.1.2 Minimize environmental impacts such as water and air pollution during usage
 - 4.2.1.3 Eliminate or reduce toxics that create hazards to workers, citizens, wildlife, and the environment
 - 4.2.1.4 Assist in meeting the City of Austin's goals as stated on the Office of Sustainability performance tracking website: <http://www.austintexas.gov/page/sustainability-performance-tracking>
- 4.2.2 Research the availability of LEED and/or Energy Star related products or products that improve the quality or durability of the completed work that could be used for repairs and identify these products to the Contract Manager. Such products shall be given first priority for use in repair jobs.
 - 4.2.2.1 The Contractor shall not proceed with using the alternative suggestions unless specifically approved by the Contract Manager in writing before the start of the project.
- 4.2.3 Use vehicles and equipment that operate on alternative fuels or are hybrid-electric when possible and notify the City if environmentally friendly alternatives are used.
- 4.2.4 The City may request a quote for alternative products to determine the feasibility of using those products compared to products that are not as environmentally friendly. If the City approves the

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use of alternative products, quotes and manufacturer documentation shall reflect the sustainable attributes of those products.

4.3 Project Quotes and Expedited Services

4.3.1 Project Quote Process

For each project, the Contractors shall submit a fixed-price quote to the City's Contract Manager or designee which will be evaluated for accuracy, demonstrated understanding of the project scope of work/requirements, experience and expertise in providing the specific service, schedule and price reasonableness and awarded to the Contractor meeting the project requirements at the lowest price. Each project will have a pre-determined fixed-price amount. To comply with the quote process, the Contractor shall:

- 4.3.1.1 Acknowledge receipt of painting service requests within one (1) business day by email to the Contract Manager or designee. The Contract Manager or designee will provide the Contractor with the location, site contact, and description of the project.
- 4.3.1.2 Inspect the entire site to ensure that all required tasks are included prior to the submission of each project fixed-price quote.
- 4.3.1.3 Provide a written fixed-price quote, based on the labor rates listed in Attachment 4 – Price Sheet. The quote shall include at a minimum:
 - 4.3.1.3.1 a description of the work to be performed
 - 4.3.1.3.2 estimated square and/or linear feet
 - 4.3.1.3.3 method proposed to complete the requested services
 - 4.3.1.3.4 itemized estimate of materials
 - 4.3.1.3.5 itemized estimate of any rental equipment needed
 - 4.3.1.3.6 labor including the number of hours, number of job classification/title of workers proposed, and
 - 4.3.1.3.7 proposed timeline, including a proposed start and finish date/time
- 4.3.1.4 If alternative products are available to meet the sustainability goals of the City, these shall be submitted as an additional or alternative quote line to the originally stated project.
- 4.3.1.5 Not provide a fixed-price quote that includes a separate charge for administrative, overhead, per diem and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the hourly rates and shall not be paid separately.
- 4.3.1.6 Provide paint pricing in the Contractor's fixed-price quote when requested by the City to supply the paint for that job assignment. Otherwise, the fixed-price quote shall notate that the City will supply the paint and no charge for paint shall be reflected on the fixed-price quote.
- 4.3.1.7 Submit the fixed-price quote within two (2) business days of notification for approval by the Contract Manager or designee, or at a time mutually agreed to between the Contractor and the Contract Manager or designee.
 - 4.3.1.7.1 The Contract Manager or designee, will review the fixed-price quote and if in agreement, will issue a written notice to proceed in the form of a department Purchase Order (PO) form with corresponding Reference Number ("DO"). The Contractor shall not begin work without a DO from the City. Upon receipt of a DO, the Contractor shall contact the Contractor Manager or designee within two (2) business days to schedule a start date

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for services. Services shall start within five (5) business days of written approval by the City, or at a time mutually agreed to between the Contractor and Contract Manager or designee.

- 4.3.1.7.2 If the Contract Manager or designee does not agree with the lowest fixed-price quote as presented, the Contract Manager or designee may contact the Contractor to discuss and resolve. Once in agreement, the Contractor shall submit a revised fixed-price quote for approval to the Contract Manager or designee in one (1) business day, or at a time mutually agreed to between the Contractor and the Contract Manager or designee. The City may elect to reject the lowest fixed-price quote and award to the next lowest fixed-price quote which meets the project scope of work. The City reserves the right to reject any and all quotes.
- 4.3.1.8 Complete the work within the time stated in the fixed-price quote. The Contractor shall notify the Contract Manager or designee in writing upon completion of the services.
- 4.3.1.9 Request a quote change for additional time, in writing, if the Contractor determines that the services being performed cannot be completed as specified in the fixed-price quote. The Contractor shall not increase the original fixed-price quote for any Contractor requested time extension due to delays caused by the Contractor. The Contractor and the Contract Manager or designee shall mutually agree to a new date for completion of work. Under no circumstances shall the Contractor leave services unfinished without prior written approval of the Contract Manager or designee.
- 4.3.1.10 The Contractor shall notify the City's identified point of contact at each work site with an estimated time of arrival one (1) business day prior to beginning work at the City location, unless the Contract Manager or designee indicates additional notification time at the time of the request.

4.3.2 Changes to Project Quote

- 4.3.2.1 The Contractor shall acknowledge and understand that the fixed-price quote is the maximum amount the City will pay for the service, regardless of increases in labor or materials **initiated by the Contractor**. Contractor changes to the approved fixed-price quote shall not increase the total dollar amount on the fixed-price quote.
- 4.3.2.2 The Contractor shall immediately notify the Contract Manager or designee in writing (by email) if additions, deletions, and/or revisions to a job assignment are needed. Within one (1) business day of verbal notification, the Contractor shall submit a written quote change request to the Contract Manager or designee. The City reserves the right to reject any changes to the project fixed-price quote requested by the Contractor. Under no circumstances shall Contractor proceed with changes to the project fixed-price quote without approval from the Contract Manager.

The Project Quote Change Request shall include the following:

- 4.3.2.2.1 A description of the change or addition in the work and the reason for the change/addition, explaining the benefits of the change/addition
- 4.3.2.2.2 The adjustment in the project time, if any.
- 4.3.2.3 **If the City requests to change a fixed-price quote** due to a change in the scope of work that would increase the number of labor hours required or the amount of materials required, the Contractor shall amend the original fixed-price amount and, upon approval and acceptance of the amended fixed-price quote, shall be reimbursed for the changes.

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4.3.3 Expedited Painting Services

The Contractor shall:

- 4.3.3.1 Be available to perform expedited services twenty-four (24) hours per day, three hundred sixty-five (365) days per year.
- 4.3.3.2 Acknowledge an expedited request within two (2) hours or less and be onsite within four (4) hours unless otherwise approved or agreed-upon by the Contract Manager or designee. The response time shall begin at the time the call is made and end at the time the appropriate Contractor's employee signs in at the work site.
- 4.3.3.3 Provide a complete fixed-price quote with an estimated completion time to the Contract Manager or designee within two (2) hours of arrival to the job site. If two (2) hours is not enough time to complete the quote, notify the Contract Manager to request additional time. The Contractor and Contract Manager or designee may mutually agree that a verbal quote for expedited painting services will meet the needs of the City. Verbal quotes shall not release the Contractor from its responsibilities as described by the terms of this Contract.
- 4.3.3.4 If providing a verbal fixed-price quote for expedited painting services, provide the Contract Manager or designee with a written fixed-price quote, and summary of the services performed within two (2) business days of the request for expedited services, unless otherwise requested or specified by the Contract Manager or designee.

4.4 Site and Surface Preparation

The Contractor shall:

- 4.4.1 Be responsible for the proper preparation of surfaces to be painted including, protection of all non-movable items or equipment, and the proper application of all materials.
- 4.4.2 Use tarps, drop cloths, and painter's tape to protect work or other property wherever such covering is necessary.
- 4.4.3 Be responsible for moving and relocating all furniture such as desks, cabinets, stand-alone bookshelves, chairs, plant stands, etc. when painting services are required behind furniture. In addition, items hung on the walls shall be removed and replaced by the Contractor.
- 4.4.4 Avoid disconnecting electronic equipment such as computers, fax machines, telecommunication equipment, and appliances such as but not limited to refrigerators. The Contract Manager or designee shall be responsible for disconnections and coordinating disconnections as necessary.
- 4.4.5 Be responsible for the proper preparation of surfaces prior to painting which may include the removal of staples, tape or other adhesive materials as well as cleaning areas (i.e. jambs and door facings) where accumulations of dirt, grease, or grime may prevent proper paint adhesion.
- 4.4.6 Remove or protect hardware accessories, picture tracks, machined surfaces, plates, lighting fixtures, locksets, hinges, fire suppression systems and similar items not intended to be painted prior to cleaning and painting as directed by the City's Contract Manager or designee. These items shall be promptly reinstalled (or protective coverings removed) after painting operations.
- 4.4.7 Ensure cracks and defects in walls, including nail holes, are patched before painting. All loose or scaly paint shall be scraped before painting.
- 4.4.8 Ensure newly constructed wall surfaces have all drywall nails and screws filled.

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- 4.4.9 Ensure seams are properly taped, scratched, and sanded prior to the application of texture and paint.
- 4.4.10 Ensure outside corners have metal corner bead installed prior to taping and floating unless otherwise instructed by the Contract Manager or designee.
- 4.4.11 Ensure existing textured walls have all voids, cracks, holes, etc. filled with a compatible material and is clean, dry, and free of dirt/dust prior to the application of primer, texture, and paint. If texture on any wall(s) contains asbestos as identified by the City, then wall(s) must only be wet wiped as a method of smoothing out material to be used as filler. At no time will there be any sanding, scraping, drilling, or abrading on these walls.
- 4.4.12 Ensure plaster wall surfaces are clean, dry, and free of dirt and dust, and all voids filled with a compatible material prior to the application of paint. These surfaces shall not receive texture.
- 4.4.13 Ensure all exterior surfaces except windows are pressure cleaned, as necessary, to remove dirt, stains, and mildew prior to painting.
- 4.4.14 Ensure doors, frames, and trim are properly sanded and prepped prior to the application of any enamel paint.
- 4.4.15 Provide additional surface preparation if required at the Contract Manager's discretion. The Contract Manager will define these requirements during the initial meeting or site visit for each project.
- 4.4.16 Understand the Contract Manager or designee may request to inspect the completed surface preparation prior to paint application. If City inspection is required, the Contractor shall not apply paint until the Contract Manager or designee has approved the surface preparation.

4.5 Paint Application

The Contractor shall:

- 4.5.1 Install all paints/coatings are in accordance with manufacturer's instructions. Paints/Primers to be used will be specified by the Contract Manager in advance.
- 4.5.2 Install all required material (paint, primer, putty, etc.) in proper relation to adjacent construction and with uniform appearance. Clean and prime area as recommended by manufacturer.
- 4.5.3 Ensure the rate of coverage per gallon for the paint to be applied does not exceed the maximum rate recommended by its manufacturer.
- 4.5.4 Ensure all coating applications or mixing/thinning of material are performed in accordance with the manufacturer's specifications.
- 4.5.5 Ensure all paints are thoroughly stirred before removal from the containers and shall be kept stirred while in use.
- 4.5.6 Ensure all paint in any one-paint coat are hard and dry through the entire paint film before the next coat is applied. In no case shall the elapsed time between the applications of the successive coats of paint to any surface be less than that recommended by the paint manufacturer.
- 4.5.7 Ensure all coated surfaces are to be free of dust, dirt, and contamination before succeeding coats are applied, per manufacturer's specifications.
- 4.5.8 Ensure all paint may be rolled or brushed on all textured or plaster surfaces. Any other method

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of application must have prior approval of Contract Manager or designee.

4.5.9 Ensure all top, sides, and bottom edges on all doors are painted.

4.5.10 Ensure all coats have uniform thickness and be free of brush marks, runs, drips, sags, bubbles, pinholes, ridges, laps, variations in color or texture and other irregularities. Separate coats shall conform to the dry film thickness specified and shall have a distinguishable color difference from the preceding or subsequent coats.

4.6 Exterior Painting

The Contractor shall:

4.6.1 Ensure any rough or peeling surfaces are thoroughly scraped with either scrapers or wire brushes and edges feathered with sandpaper before being primed with the appropriate primer for the material prior to the application of two coats of finish as specified.

4.6.2 Ensure all pitch (roof tar) are removed from gutters, flashing, and fascia boards prior to the application of primer coat. Copper and aluminum gutters, gutter flashings, and fascia are not to be painted.

4.6.3 Ensure all window frames and doorframes are caulked prior to application of paint. All necessary glazing and caulking shall be done prior to the application of the primer coat around window glass. Caulking shall include between windows and brickwork, between coping and brickwork, and between coats where two coats are specified.

4.6.4 Ensure two coats of paint are applied to all exterior surfaces with 48 hours between paint coat applications when two coats are specified.

4.6.5 Ensure all doors are painted on all surfaces and all edges to maintain a uniform appearance. All doors (metal and wood), doorframes, and window frames except those having an aluminized unpainted finish shall be painted.

4.6.6 Ensure all operable windows and doors open freely upon completion of work.

4.6.7 Ensure all roof fans and ventilators (except those of aluminum) are painted with two coats of latex paint to match existing roof.

4.7 Environmental Conditions

The Contractor shall:

4.7.1 Not apply paint in rain, fog, mist, snow, sleet, in the presence of water, or, when relative humidity or temperature exceeds paint manufacturer's recommended limits.

4.7.2 Not apply paint in areas where dust is being generated.

4.7.3 Temporarily stop work at the request of the Contract Manager or designee, due to weather, lack of or improper material, safety violations, or other unforeseen circumstances. If the work stoppage is expected to be longer than 48 hours, the Contract Manager will issue a stop work notice and notify personnel in the City facilities.

4.8 Job-Site Conditions and Clean Up

The Contractor shall:

4.8.1 Be responsible for the immediate clean-up of the work area on a daily basis and keep work areas

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in an uncluttered condition. All rubbish accumulated from a job shall be removed from the City's premises by the Contractor at the Contractor's expense. No trash, paint buckets, or other debris is to be placed in City dumpsters or other trash containers belonging to City unless otherwise specified by the City. Cleanliness of the work area shall be subject to the Contract Manager's inspection and approval.

- 4.8.2 Immediately remove all spilled materials and clean to the original condition prior to the spillage.
- 4.8.3 Remove any drippage, spillage or splatter of paint or finishes from all walls, windows, floors, and finished surfaces that were not present before work commenced.
 - 4.8.3.1 Any drippage, splatters, spillage, runs, or accidental painting of fixtures/property shall be removed and made whole at the Contractor's expense. The City reserves the right to contact another Contractor to remedy the drippage, splatters, spillage runs, or accidental painting of fixtures. The Contractor shall be responsible for any price difference between the contracted amount and the alternate Contractor's charge.
- 4.8.4 Be responsible for the removal of all debris and unused material from City premises. The Contractor shall leave work areas in the original condition, or better, prior to the start of services.
- 4.8.5 Not use any plumbing fixture or waste piping for mixing of, or disposal of paint unless instructed to do so by the Contract Manager or designee. Generally accepted methods of paint wash disposal would be either disposal to sanitary sewer through a mop sink, toilet, or cleanout. If the Contract Manager does not identify an appropriate location for the cleaning of brushes and supplies or the disposal of any paint, the Contractor shall remove all brushes and equipment for proper cleaning and disposal, according to all local, state and federal laws.
- 4.8.6 Understand that work performed is subject to inspection and approval by the Contract Manager upon completion of a project. Payment will not be made for any service until all clean-up requirements have been met and the Contract Manager has approved acceptance of services, both to the standards discussed during the job inspection/quote and as to the terms of this contract.

4.9 Equipment

- 4.9.1 All equipment shall be in good operating condition and shall meet or exceed OSHA industry standards.
- 4.9.2 The Contractor shall ensure that any motorized or mechanical equipment such as lifts, booms, scaffolds, etc. shall be approved by the Contract Manager or designee before use. The City reserves the right to inspect equipment before use at City facilities.
 - 4.9.2.1 No gasoline, natural gas, diesel, or propane-powered equipment shall be allowed inside a facility without the written permission of the Contract Manager.
 - 4.9.2.2 Non-marking tires shall be cleaned before entry into the facility. In addition, the City may require a covering be laid on the floor to protect the floor from the equipment.
 - 4.9.2.3 The Contractor shall be responsible for any damage resulting from tire burns, battery leaks, oil or hydraulic leaks, scrapes or scratches.
- 4.9.3 The City may stop work at any time if inferior equipment (such as leaking solvents, safety risk, creating hazardous conditions, damaging City property, etc.) is in use by the Contractor. The City shall have the sole and final authority in determining if Contractor's equipment is inferior.
- 4.9.4 The Contractor shall be responsible for any loss or damage to rented or owned equipment used

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while performing services under this contract. The Contractor shall not charge the City for expenses incurred by Contractor or its Subcontractor for loss or damage to equipment or tools rented or Contractor owned equipment.

4.10 Disposal of Paint, Non-Hazardous and Hazardous Materials

The Contractor shall:

- 4.10.1 Be responsible for handling, transporting, and disposing of all painting material waste, supplies, paints and solvents, in accordance with all applicable laws, rules and regulations so as to ensure the highest level of safety to the environment and public health at no additional cost to the City.
- 4.10.2 Provide the manifest ticket for hazardous materials or other proof of proper disposal within ten (10) business days upon the request of the Contract Manager.
- 4.10.3 Not store used supplies and equipment on City premises at the end of the work day unless otherwise specified by the Contract Manager or designee.
- 4.10.4 Be responsible for any hazardous materials brought to the site by the Contractor.
- 4.10.5 Immediately notify the Contract Manager of any suspected hazardous materials encountered before or during performance of work and shall take all necessary precautions to avoid further disturbance of the materials. The City will be responsible for any hazardous material uncovered or revealed at the site which was not shown, indicated or identified during the site inspection visit.
- 4.10.6 Resume work at the affected area of the Project only after the Contract Manager or designee provides written certification that the Hazardous Materials have been removed or rendered harmless and all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or site. The Contractor shall be responsible for continuing the work in the unaffected portion of the Project and site.

4.11 Invoice Charges

The Contractor shall:

4.11.1

Only submit an invoice for the fixed-price quote amount. Invoices for labor charges shall be in accordance with Attachment 4 – Price Sheet. The Contractor shall certify on each invoice that Job Classifications that are subject to Prevailing Wage shall, at a minimum, be paid at the Total Minimum Wage Rate Required for that Classification.

4.11.2 Provide an itemized invoice that contains, at a minimum, the following:

- 4.11.2.1 Address of work performed
- 4.11.2.2 City of Austin contract number
- 4.11.2.3 City of Austin purchase order number
- 4.11.2.4 Contractor's unique invoice number and date
- 4.11.2.5 Beginning and ending dates of services rendered
- 4.11.2.6 The Contractor's unique quotation number

4.12 Warranty

- 4.12.1 The Contractor shall provide the Contract Manager or designee, at a minimum, a one (1) year warranty for labor and workmanship from date of completion on any work performed as well as documentation of any applicable manufacturer's warranty with the final invoice.

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5. CITY REQUIREMENTS

The City will:

- 5.1 Identify the location, on-site contact, and description of the painting project to the Contractor.
- 5.2 Provide paint specifications, when necessary. The City reserves the right to provide the paint on any and all projects.
- 5.3 Notify personnel in the City facilities prior to commencement of work.
- 5.4 Provide escorted access where applicable.
- 5.5 Provide the Contractor with name(s) of personnel authorized to order services.

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1. PROPOSAL FORMAT:

Submit one signed original paper copy and an electronic copy of the original proposal in PDF version on a separate flash drive. The original proposal shall contain original signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

The proposal itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the Proposal and include a Table of Contents. The proposal shall contain two sections, organized as follows:

Section I – Tab 1 - Tab7

Section II - Price Proposal

Section I

Tab 1 – City of Austin Standard Purchasing Office Documents - Complete and submit the following documents in Tab 1:

- A. Signed Offer Sheet
- B. Section 0605 Local Business Presence Identification Form
- C. Section 0800 Non-Discrimination and Non-Retaliation Certification
- D. Section 0830 Wage Payroll Reporting
- E. Section 00830BC Wage Rates and Payroll Reporting – Wage Rate Determination
- F. Section 0835 Nonresident Bidder Provisions
- G. Section 0840 Service-Disabled Veteran Business Enterprise
- I. Section 0900 Subcontracting/Sub-consulting Utilization Form
- J. Section 0905 Subcontracting/Sub-consulting Utilization Plan

Tab 2 – Authorized Negotiator: Include name, mailing address, email address, and telephone number of the officer or other representative in your organization authorized to negotiate and execute binding contract terms.

Tab 3 – References: Provide a list of five (5) current or previous clients (at least two (2) from the public sector/government agency) who have utilized your painting services for contracts of similar size and scope to this Request for Proposal. References shall include the following at a minimum:

- Agency/Company
- Contract/Project Title and Number
- Contract/Project Start and End Date
- Description of work performed (include project scope and size)
- Total contract amount / cost of the project
- Agency/Company contract manager, title, email address and phone number

Tab 4 – Executive Summary: Proposer shall provide an Executive Summary of three (3) pages or less, in concise terms, a summation of the proposal. Include the number of years your company has been in business, a summary of your company's history and experience, and how your organization will exceed the performance of other vendors in relation to the scope of work, and especially in relation to project administration, invoicing and payroll reporting and customer service. Please also address how your organization will serve the City of Austin's needs relative to the needs of your other clients.

Tab 5 – Personnel and Project Management Structure: Provide a general explanation and organization chart which specifies project leadership and reporting responsibilities and how the team will interface with the

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City Contract Manager. If the use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

Identify all key persons by name and title, including the Single Point of Contact (SPOC) and On-Site Supervisor, who will be assigned to this contract. Provide the following with your proposal:

- A. Name and title of key persons assigned to this contract
- B. Number of years with your company
- C. Number of accounts they service
- D. Percent of time dedicated to City of Austin on this contract and their roles
- E. Number of years of commercial painting experience
- F. Provide all resumes, references and letters of recommendations for all lead painters/supervisors who will be assigned to the Contract

Tab 6 – Technical Program and Proposed Solution:

- A. Program - Demonstrate in detail your understanding of the requirement presented in the Scope of Work (Section 0500) of this request for proposal. Describe your technical plan for accomplishing the required work including details on how you will respond to a project Scope of Work, assembling crews and equipment, and completing work in a safe and timely manner. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
 - i. The Proposer shall include any OSHA exceptions or citations issued to the Proposer in the preceding three (3) calendar years.
 - ii. The Proposer shall include Proposer's OSHA Incident Rate for the most recent two (2) years.
 - iii. Is specialized labor hired only for the duration of each project?
 - iv. How will you ensure the City that you can provide a sufficient number of qualified personnel to maintain scheduled completion dates?
 - v. Provide information in your proposal of your experience providing sustainable alternatives and equipment as referenced in Section 0500, 4.2
- B. Sample Project - Proposers will prepare a proposed solution and a sample quote on the Proposer's standard quote form using the following **SAMPLE PROJECT: Attachment 1 – Austin Convention Center Service Yard**.

This scope of work represents a typical project that may be authorized under this Contract. Should this work be assigned during the Contract, the City will invite the Contractors to submit a fixed-price quote based upon a site-visit as outlined in the Scope of Work 4.3.1. The fixed-price quote shall not exceed that proposed for this Sample Project unless an error or omission in the Sample Project is discovered by the Contractors during the site visit and is verified and approved by the City in writing.

Proposers shall submit an itemized breakdown of the costs on the proposer's quote form, including all equipment, tools, consumables, mobilization, and demobilization charges necessary to complete the job. The unit prices for labor shall not exceed those submitted in **Attachment 3 - Price Sheet**. A schedule (timeline) with specific tasks is required. Proposers should include enough information to demonstrate to the City that they understand what is necessary to complete the Scope of Work.

In addition, Proposers shall complete **Attachment 2 – Sample Project Worksheet** based upon the sample project information provided in **Attachment 1 – Austin Convention Center Service Yard**. This worksheet will be used to determine the Contractor's ability to read and interpret written instructions and provide accurate computations when preparing quotations.

- C. Quality Control/Assurance Plan - Please include your processes/procedures to ensure contract compliance as indicated in Section 0500 Scope of Work, 3. Contractor Requirements and 4. Contractor Responsibilities. Highlight the measures you will take to maintain accurate records as indicated in 4.11

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Proof of Invoice Charges. Provide information on quality monitoring programs that the Contractor has implemented for other agencies/firms, including both descriptive information and sample evaluation forms from quality audits, performance evaluations or other tools/methods used in quality control. Indicate what quality control mechanisms you plan to use for the City of Austin. Provide all details necessary to evaluate your proposal.

Tab 7 – Attachment 4: Fill out the following form and place it in this tab. This form will be used to confirm compliance to the solicitation requirements and evaluate your offer.

Attachment 4 - Exceptions to the Solicitation

Section II

Price Proposal - Complete and submit **Attachment 3: Price Sheet**. If pricing for these services is not submitted on the Price Sheet, the Offeror may be deemed non-responsive.

The labor rates offered shall include all charges for labor, administrative, overhead, per diem, and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the rates provided on **Attachment 3: Price Sheet** and shall not be paid separately.

Job Classifications that are subject to Prevailing Wage shall, at a minimum, be priced at the Total Minimum Wage Rate Required for that Classification. Rates which do not meet the Total Minimum Wage Rate for that Classification shall result in a non-responsive offer.

Section III

Proposal Acceptance Period: All proposals are valid for a period of one hundred and eighty (180) calendar days after the RFP closing date unless a longer acceptance period is offered in the proposal.

Proprietary Information: All material submitted to the City becomes public property and is subject to Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the Proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Proposal Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of the Proposer.

Compliance: The Proposer agrees to compliance with terms of this Request for Proposal (RFP) and with all applicable rules and regulations of Federal, State, and Local governing entities.

Service-Disabled Veteran Business Enterprise (“SDVBE”): Pursuant to the interim Service-Disabled Veteran Business Enterprise (SDVBE) Program, Offerors submitting proposals in response to a Request for Proposals shall receive a three-point (3 percent) preference if the Offeror, at the same time the proposal is submitted, is certified by the State of Texas, Comptroller of Public Accounts as a Historically Underutilized Business and is a Service-Disabled Veteran Business Enterprise. This preference does not apply to subcontractors. To receive this preference, Offerors shall complete the enclosed Section 0840 Service-Disabled Veterans Business Enterprise Preference Form, in accordance with the Additional Solicitation Instructions included therein.

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Section IV

EVALUATION FACTORS AND AWARD:

A. Competitive Selection: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors: All Proposals will be evaluated based on the following criteria and rankings.
Maximum 100 points.

- 1. Applicable Experience (20 points)**
Reference Section I, Tab 3, Tab 4 and Tab 5
- 2. Technical Program and Proposed Solution (20 points)**
Reference Section I, Tab 6A and 6C, and Tab 7
- 3. Sample Project (20 points)**
Reference Section I, Tab 6B
Sample Project Worksheet Items 1-3 and 5-7 are 1 points each
Sample Project Worksheet Item 4 is 4 points
The total fixed-price quote on the vendor's quote form is 10 points
- 4. Price Proposal (27 points)**
Reference Section II
The Offeror submitting the most competitive price will be awarded the maximum amount of points. Remaining points will be distributed on a pro-rated basis.
- 5. Service-Disabled Veteran Business Enterprise (Maximum 3 points)**
Reference Section 0840 SDVBE Contractor Certification
- 4. Local Business Presence: (Maximum 10 points)**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

Presentations, Demonstrations Optional. The City will score proposals based on the criteria listed above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score "short-listed" proposals as a result, and to make award recommendations on that basis.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR	_____
Authorized Signature	_____
Title	_____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

- A. Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ **Which State:** _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name

Additional Solicitation Instructions.

- ☐ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity**. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status**. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s)**. Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmbsearch>. Federal: <https://www.vip.vetbiz.gov/>. The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation**. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

WAGE RATES AND PAYROLL REPORTINGSection 00830

1. PAYMENT**1.1 Classification Definitions, Building and Heavy and Highway**

1.1.1 Definitions for Building Construction and Heavy and Highway classifications shall conform to the current "Dictionary of Occupational Titles" as published by the U.S. Department of Labor.

1.2 Minimum Wages

1.2.1 Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) or the \$14.00 minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the \$14.00 minimum wage required.

1.2.2 Such wage rates shall be used throughout the Contract. If a classification is to be used, which is not listed in the attached wage rates, CONTRACTOR shall submit to OWNER rates and classification proposed for use, for approval, prior to performance of the Work.

1.2.3 All laborers and mechanics working upon the Work for this Project shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29 CFR, Part 3) full wages accrued and when due, computed at rates not less than wage rates bound herein pertaining to type of Work being performed. When Work is of such a nature that both Building and Heavy and Highway wage scales are incorporated into contract, CONTRACTOR shall pay wage rates to mechanics or laborers performing Work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of Work being performed without regards to skill. Salaried specialists (project superintendent and administrative personnel only) in the permanent employment of CONTRACTOR do not fall under any Wage Classification. A supervisor/foreman who is not exempt under 29CFR Part 541 and who spends more than a substantial amount of time (20 percent) in a given workweek as a laborer or mechanic must be paid the applicable Wage Rate for the classification of work performed for all hours engaged in such work as a laborer or mechanic.

1.2.4 Wage rates shall be posted by CONTRACTOR at site(s) of Work in prominent, easily accessible places where they can be seen by all workers. The following shall also be posted by the CONTRACTOR: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish), Workers' Compensation Notice (English and Spanish), Texas Payday Law (English and Spanish), City Rest Break Ordinance (English and Spanish), City of Austin Non-Discrimination Statement (related to Title VI of the Civil Rights Act), and Federal Notices, as appropriate.

Bidding Requirements, Contract Forms and Conditions of the Contract**1.3 Overtime Requirements**

1.3.1 No CONTRACTOR, Subcontractor, or Sub-subcontractor contracting for any part of contract Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times their basic rate of pay for all hours in excess of forty hours in such workweek.

1.3.2 Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

2. APPRENTICES**2.1 Locally and Federally Funded Projects**

2.1.1 The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

2.1.2 Apprentices and Trainees will be permitted to work as such only when they are registered, individually, under a bonafide Apprenticeship or Trainee program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of Apprentices or Trainees to journeymen in any craft classification shall not be greater than the ratio permitted to CONTRACTOR as stated in the registered apprenticeship program standards. Any employee listed on a payroll at an Apprentice or Trainee wage rate, who is not registered as above, shall be paid the wage rate provided in Contract for Work employee actually performed. CONTRACTOR, Subcontractor, or Sub-subcontractor shall furnish to OWNER written evidence of registration of his program for Apprentices and Trainees as well as of the appropriate ratios and wage rates, for the area of construction prior to using any Apprentices or Trainees on this Contract.

3. WITHHOLDING PAYMENTS

3.1 OWNER may withhold or cause to be withheld from CONTRACTOR as much of the accrued payments as necessary to pay laborers and mechanics employed by CONTRACTOR, Subcontractors, or Sub-subcontractors the amount of wages required to comply with the Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the Work of this Contract, OWNER may, after Written Notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advance of funds to CONTRACTOR until such violations have ceased and until restitution has been made. Payments may also be withheld if CONTRACTOR fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of Owner.

4. PAYROLLS

4.1 CONTRACTOR shall keep records showing:

4.1.1 The name, address and occupation of each worker employed by the CONTRACTOR or subcontractor(s) in the construction of the public work.

4.1.2 The actual per diem wages paid to each worker

4.1.3 Employee Certification. CONTRACTOR, all levels of Subcontractors shall identify in writing, the classification agreed to by all laborers and mechanics employed by

Bidding Requirements, Contract Forms and Conditions of the Contract

them in the execution of the Contract, and pay not less than rates specified in the attached Wage Rate Determination(s). Contractor shall prepare a completed form for the signature of Employee and a witness shall sign the form in the presence of Employee. If work performed by worker is different than the trade classification agreed upon, the worker shall be paid for that work no less than the minimum prevailing wage for that specified trade.

4.1.4 Payroll Deduction Authorization Form. CONTRACTOR, Subcontractor, and Sub subcontractor shall prepare for employee signature a payroll deduction authorization form to identify all payroll deductions excluding those required by statute, such as federal income taxes, Medicare and social security.

4.2 The record shall be open at all reasonable hours to inspection by the officers and agents of the Owner as requested. CONTRACTOR will be responsible to provide copies of records as requested by the Owner within two (2) working days. Payrolls relating to this Work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by CONTRACTOR for all laborers and mechanics working on the Work.

4.3 A Statement of Compliance, a letter signed and dated by party responsible for supervising the payment of persons employed by CONTRACTOR or subcontractor shall accompany payrolls required by Owner. The Statement of Compliance letter shall identify but is not limited to:

4.3.1 Name of signatory party and title

4.3.2 Name of project, payroll period and

4.3.3 Name of CONTRACTOR or Subcontractor

4.4 The signed letter attests that the payroll complies with 29CFR issued by the Secretary of Labor.

4.5 Federal Funding. In the event that federal funding is used:

4.5.1 Contractor and all levels of Subcontractors shall submit weekly certified payroll reports and signed wage compliance statements to the Owner's designated office no later than seven (7) calendar days after the scheduled payday.

4.5.2 Contractors and all levels of Subcontractors shall pay all "mechanics and laborers" not less often than once per week, for work performed the previous week.

4.5.3 Submit to the Owner's designated office Standard Form 1413, Statement and Acknowledgement, from each subcontractor prior to the subcontractor performing work on the project.

5. NONCOMPLIANCE

5.1 According to Chapter 2258 Texas Government Code Title 10A, a CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

Bidding Requirements, Contract Forms and Conditions of the Contract

5.2 Confirmed Disciplinary action taken by CONTRACTOR against employees who provide information during an interview or investigation by the Owner on wages received, may result in suspension or debarment from consideration of award of City contracts.

6. AREA PRACTICE

6.1 Heavy and Highway Construction Rates shall be used on this Project, unless the Project consists primarily of Building Construction and Building Construction Rates are to be used.

6.1.1 Building Construction consists generally of all aspects of construction of buildings, which are sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, including without limitation the installation of utilities and equipment, both above and below grade level, as well as incidental demolition, grading, utilities, paving and other site work. Buildings need not be "habitable" to be classified as Building Construction and the installation of heavy machinery and/or equipment will not generally change a Building Construction project's classification.

6.1.2 The determination of Building Construction Wage Rates includes all construction trades and work necessary to complete a building, regardless of the number of contracts involved, so long as all such contracts are closely related in purpose, time and place.

6.2 For projects that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:

6.2.1 A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway project cost.

6.2.2 A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Project cost.

6.3 Split classifications/multiple wage rate schedules: When construction work requires that an employee perform work under multiple classifications or multiple wage scales, the employer must pay that worker (at least) the highest prevailing wage or the employer payroll records must accurately set forth the times spent performing the work of each classification and under each scale. For those projects that involve both Building Construction and Heavy and Highway trades, the Heavy and Highway wage rates may only be applied to workers when engaged in site work at least five (5) feet beyond the building.

7. TEXAS OPEN RECORDS ACT

7.1 Unless covered by an exception to mandatory disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code, any and all documents submitted to the City of Austin become Public Records and are, therefore, subject to public disclosure.

Wage Rates for This Project Are Attached

END

Bidding Requirements, Contract Forms Conditions of the Contract

WAGE RATES AND PAYROLL REPORTING

Section 00830BC

WAGE RATE DETERMINATION

Building Construction Type

County Name: TRAVIS

Wages based on DOL Prevailing Wage Rate General Decision: TX170323 03/23/2018 TX323 and City of Austin Ordinance #20160324-015

DOL Rate column is for information only. The Total Minimum Wage Rate is derived from the Adjusted Wage Rate Required pursuant to City Ordinance plus the DOL Fringes and can be met using any combination of cash and non-cash qualified fringe benefits, provided the cash component is at least \$14.00/hour.

Classification	DOL Rate For info Only	Adjusted Wage Rate Required Pursuant to City Ordinance	DOL Fringes	Total Minimum Wage Rate Required
Asbestos Worker/Heat & Frost Insulator (Duct, Pipe, and Mechanical System Insulation)	\$ 22.72	\$ 22.72	\$ 10.02	\$ 32.74
Boilermaker	\$ 28.00	\$ 28.00	\$ 22.35	\$ 50.35
Bricklayer	\$ 20.07	\$ 20.07	\$ -	\$ 20.07
Carpenter	\$ 21.96	\$ 21.96	\$ 7.90	\$ 29.86
Carpenter (Acoustical Ceiling Installation only)	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Carpenter (Form Work Only)	\$ 15.62	\$ 15.62	\$ 0.05	\$ 15.67
Cement Mason/Concrete Finisher	\$ 15.71	\$ 15.71	\$ -	\$ 15.71
Drywall Finisher/Taper	\$ 17.06	\$ 17.06	\$ 4.43	\$ 21.49
Drywall Hanger and Metal Stud Installer	\$ 17.47	\$ 17.47	\$ 3.45	\$ 20.92
Electrical Installer (Sound and Communication Systems, Excluding Wiring)	\$ 18.00	\$ 18.00	\$ 2.30	\$ 20.30
** Electrician (Excludes Installation of Sound and Communication Systems)	\$ 27.51	\$ 27.51	\$ 8.11	\$ 35.62
***Elevator Mechanic <5 years' experience	\$ 39.70	\$ 39.70	\$ 35.03	\$ 74.73
***Elevator Mechanic >5 years' experience	\$ 39.70	\$ 39.70	\$ 35.83	\$ 75.53
Floor Layer (Carpet)	\$ 21.88	\$ 21.88	\$ -	\$ 21.88
Glazier	\$ 12.83	\$ 14.00	\$ -	\$ 14.00
HVAC Mechanic (HVAC Unit Installation Only)	\$ 23.78	\$ 23.78	\$ 6.89	\$ 30.67
Ironworker, Ornamental	\$ 23.27	\$ 23.27	\$ 7.12	\$ 30.39
Ironworker, Reinforcing	\$ 12.27	\$ 14.00	\$ -	\$ 14.00
Ironworker, Structural	\$ 20.73	\$ 20.73	\$ 5.24	\$ 25.97
*Lead Paint or Asbestos Abatement Worker	*	\$ 14.00	\$ -	\$ 14.00
Laborer, Common or General	\$ 11.44	\$ 14.00	\$ -	\$ 14.00
Laborer, Mason Tender - Brick	\$ 12.22	\$ 14.00	\$ -	\$ 14.00
Laborer, Mason Tender - Cement/Concrete	\$ 11.85	\$ 14.00	\$ -	\$ 14.00

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Laborer, Pipelayer	\$ 12.45	\$ 14.00	\$ -	\$ 14.00
Laborer, Roof Tearoff	\$ 11.28	\$ 14.00	\$ -	\$ 14.00
Operator, Backhoe/Excavator/Trackhoe	\$ 19.43	\$ 19.43	\$ 3.49	\$ 22.92
Operator, Bobcat/Skid Steer/Skid Loader	\$ 13.00	\$ 14.00	\$ -	\$ 14.00
Operator, Bulldozer	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Operator, Crane	\$ 34.85	\$ 34.85	\$ 9.85	\$ 44.70
Operator, Drill	\$ 14.50	\$ 14.50	\$ -	\$ 14.50
Operator, Forklift	\$ 16.64	\$ 16.64	\$ 6.26	\$ 22.90
Operator, Grader/Blade	\$ 19.30	\$ 19.30	\$ -	\$ 19.30
Operator, Loader	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Operator, Mechanic	\$ 18.75	\$ 18.75	\$ 5.12	\$ 23.87
Operator, Paver (Asphalt, Aggregate, and	\$ 16.03	\$ 16.03	\$ -	\$ 16.03
Operator, Roller	\$ 11.25	\$ 14.00	\$ -	\$ 14.00
Painter (Brush, Roller, and Spray, Excludes	\$ 18.76	\$ 18.76	\$ 6.35	\$ 25.11
Pipefitter (Including HVAC Pipe Installation)	\$ 28.78	\$ 28.78	\$ 12.33	\$ 41.11
Plumber, Excludes HVAC Pipe Installation	\$ 23.57	\$ 23.57	\$ 6.37	\$ 29.94
Roofer	\$ 12.00	\$ 14.00	\$ -	\$ 14.00
*Roofer, Metal	\$ 14.05	\$ 14.05	\$ -	\$ 14.05
Sheet Metal Worker (Including HVAC Duct)	\$ 24.85	\$ 24.85	\$ 14.93	\$ 39.78
Sprinkler Fitter (Fire Sprinklers)	\$ 29.03	\$ 29.03	\$ 15.84	\$ 44.87
Tile Finisher	\$ 11.32	\$ 14.00	\$ -	\$ 14.00
Tile Setter	\$ 16.35	\$ 16.35	\$ -	\$ 16.35
Truck Driver, Dump Truck	\$ 12.39	\$ 14.00	\$ 1.18	\$ 15.18
Truck Driver, Flatbed Truck	\$ 19.65	\$ 19.65	\$ 8.57	\$ 28.22
Truck Driver, Semi-Trailer Truck	\$ 12.50	\$ 14.00	\$ -	\$ 14.00
Truck Driver, Water Truck	\$ 12.00	\$ 14.00	\$ 4.11	\$ 18.11
Waterproofers	\$ 16.30	\$ 16.30	\$ 0.06	\$ 16.36

<http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>

See below for Additional Wage Information.

Note: *Lead Paint & Asbestos Abatement and Roofer, Metal Classifications have been added to this Prevailing Wage Rate Determination pursuant to a City of Austin Prevailing Wage Survey (trades absent from DOL).

The Wage Compliance information detailed below was excerpted from DOL General Decision TX170323 or other sources.

1. ADDITIONAL TRADE INFORMATION

**Electricians - Including low voltage wiring for computers, fire/smoke alarms.

***Elevator Mechanics - also must be paid for 7 holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added upon the advance approval of City of Austin Contract Administration. CONTRACTOR shall submit to City of Austin Contract Administration for review the classification, a bona fide definition of work to be performed and a proposed wage with

Bidding Requirements, Contract Forms Conditions of the Contract

sample payrolls conforming to area practice **prior** to the start of the job for that type of work.

2. WAGES

The Total Wage may be met by any combination of cash wages and credible "bona fide" fringe benefits paid for by the employer. Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher. City of Austin Ordinance No. 20160324-015 requires that construction workers are paid a Minimum Wage of at least \$14.00/hour. The cash portion of their compensation must meet or exceed this amount.

3. CREDITING FRINGE BENEFIT CONTRIBUTIONS TO MEET DBA/DBRA AND CITY OF AUSTIN REQUIREMENTS

The Davis-Bacon Act (and 29 CFR 5.23), list fringe benefits to be considered. Examples are:

- > Life Insurance
- > Health Insurance
- > Pension
- > Vacation
- > Holidays
- > Sick Leave

Note: The use of a truck is not a fringe benefit; a Thanksgiving turkey or Christmas bonus is not a fringe benefit. No credit may be taken for any benefit required by federal, state, or local law such as: workers compensation, unemployment compensation; or social security contributions.

Contributions to fringe benefit plans must be made regularly, e.g. daily, weekly, etc. They must be more frequent than quarterly. (See 29 CFR 5.5 (a)(1)(I)) A periodic bonus may not be counted as a fringe benefit.

4. ANNUALIZATION OF BENEFIT COSTS

If a firm provides an electrician with \$200 per month medical insurance, to calculate allowable fringe benefit credit contributions per hour, the formula $(\$200 \times 12 \text{ months}) \div 2080 \text{ hours} = \1.15 per hour should be used.

5. PROPER DESIGNATION OF TRADE

A work classification on the wage decision for each worker must be made based on the actual type of work he/she performed and each worker must be paid no less than the wage rate on the wage decision for that classification **regardless** of his or her level of skill.

6. SPLIT CLASSIFICATION

If a firm has employees that perform work in more than one classification, it can pay the wage rates specified for each classification **ONLY** if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be

Bidding Requirements, Contract Forms Conditions of the Contract

accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

6.1 Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: **PLUM0198-005 07/01/2014**. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014. Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

6.2 Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: **SULA2012-007 5/13/2014**. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

6.3 Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: **UAVG-OH-0010 08/29/2014**. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate

Bidding Requirements, Contract Forms Conditions of the Contract

is based.

7. WAGE DETERMINATION APPEALS PROCESS

7.1 Has there been an initial decision in the matter? This can be:

- .1** An existing published wage determination
- .2** A survey underlying a wage determination
- .3** A Wage and Hour Division letter setting forth a position on a wage determination matter
- .4** A conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in **.2** and **.3** should be followed.

7.2 With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determination
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210

7.3 If the answer to the question in **.1** is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

7.3 If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210

7.4 All decisions by the Administrative Review Board are final.

END

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 7500 KDS3001

SOLICITATION TITLE: Painting Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name			
City Vendor ID Code			
Physical Address			
City, State Zip			
Phone Number		Email Address	
Is the Offeror City of Austin M/WBE certified?	<input type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; border-top: 1px solid black; height: 20px;"></div> <div style="width: 45%; border-top: 1px solid black; height: 20px;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> Name and Title of Authorized Representative (Print or Type) Signature/Date </div>			

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 7500 KDS3001
SOLICITATION TITLE: Painting Services

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☐ **I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).**

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ **I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.**

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the **Austin Metropolitan Statistical Area**, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 7500 KDS3001

SOLICITATION TITLE: Painting Services

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
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SOLICITATION NUMBER: RFP 7500 KDS3001

SOLICITATION TITLE: Painting Services

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
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Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
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Offeror Information			
Company Name			
City Vendor ID Code			
Physical Address			
City, State Zip			
Phone Number		Email Address	
Is the Offeror City of Austin M/WBE certified?	<input type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; border-bottom: 1px solid black;"></div> <div style="width: 45%; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;">Name and Title of Authorized Representative (Print or Type)</div> <div style="width: 45%;">Signature/Date</div> </div>			

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
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SOLICITATION NUMBER: RFP 7500 KDS3001
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☐ **I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).**

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
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STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

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- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 7500 KDS3001

SOLICITATION TITLE: Painting Services

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

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- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 7500 KDS3001

SOLICITATION TITLE: Painting Services

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

Attachment 1

SAMPLE PROJECT

Austin Convention Center Service Yard Painting Project

The information provided in this attachment shall be used to provide an itemized breakdown of the cost on the proposer's quote, including all equipment, tools, consumables, mobilization, and demobilization charges necessary to complete the job. The unit prices for labor shall not exceed those submitted in **Attachment 4 - Price Sheet**. A schedule (timeline) with specific tasks is required. Proposers should include enough information to demonstrate to the City that they understand what is necessary to complete the Scope of Work. Proposers shall submit mock invoices and supporting documentation that would be required for payment of labor hours (timesheets). In addition, **Attachment 1 - SAMPLE PROJECT** shall be used to complete **Attachment 2 - Sample Project Worksheet**

The sample painting project for the Austin Convention Center includes the following tasks for painting a 250-linear foot wide fence that is 27 feet tall. All painted surfaces will require prepping, priming, and two coats of finish color on both the street side and the yard side of the panels. Supplementary photos are attached for reference.

1) Fence & Louver Panels:

- a. Power wash both sides of fence
- b. Power wash both sides of louver panels

Water shall be captured for proper disposal (NOT to storm drains).

2) Fence

- a. Prime fence on both sides
- b. Paint fence - 2 finish coats both sides of fence.

Allow ample drying time between coats. No spraying of paint.

3) Gray Steel Posts – (7) posts, 27 feet tall

- a. Prime steel posts
- b. Paint steel posts

4) Prime and paint Louver Panels:

Looking at the wall is a lower louver panel and a top grille panel with a void between the two painted portions (see supplementary photos). The wall consists of ten (10) sections.

Six (6) of the sections have a louver panel measuring sixteen feet high by twenty-seven feet wide (16'H x 27'W), and a top grill that measures three and a half feet high by twenty-seven feet wide (3-1/2'H x 27'W).

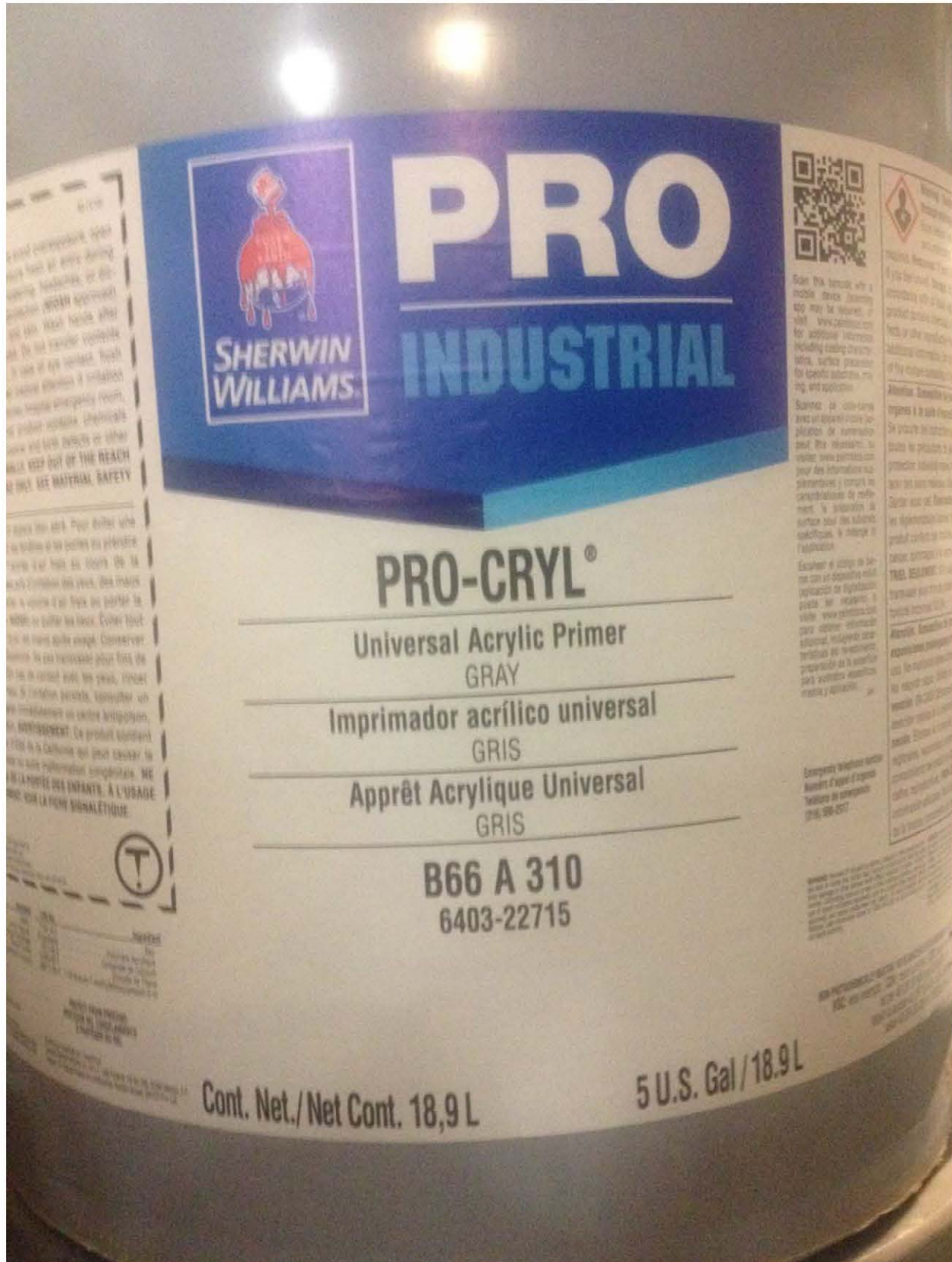
One south section louver panel is sixteen feet high by eighteen feet wide (16'H x 18'W). The south section the top grill panel is three and a half feet high by eighteen feet wide (3-1/2'H x 18'W).

Attachment 1
SAMPLE PROJECT
Austin Convention Center Service Yard Painting Project

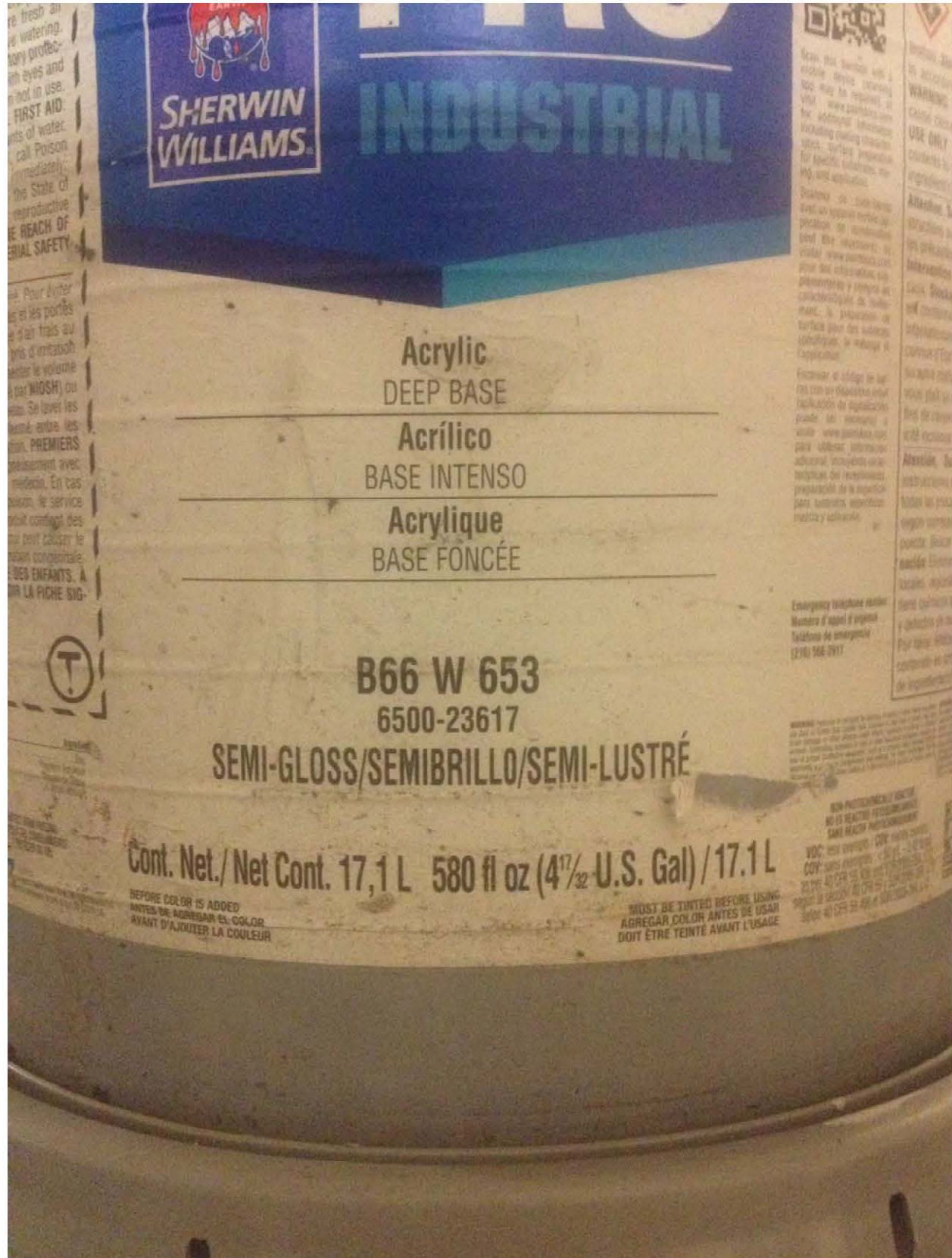
One north section louver panel next to the stairs is sixteen feet high by ten and a half feet wide (16'H x 10-1/2'W). The north section top grill is three and a half feet high by ten and a half feet wide (3-1/2'H x 10-1/2'W).

- 5) Gates: (2) 40 feet wide gates, 10 feet high (40W x 10H)
 - a. Prime gates
 - b. Paint gates
- 6) Gate Supports: (4) posts, 25 feet tall
 - a. Prime Gate Supports
 - b. Paint Gate Supports
- 7) Gray I-beams: 160 feet
I-beams are located over gate openings, mounted on overhead concrete approximately 27 feet in the air.
 - a. Prime I-beams
 - b. Paint I-beams
- 8) Do NOT paint: signage, stainless steel panel mounting brackets, Concrete support columns, or the guard house and shelter.
- 9) Sidewalk permits will be required. Pedestrian/property protection is required at all times. ACCD is not responsible for spills, overspray or other related damages to this project.
- 10) All safety policies and personal protection equipment (PPE) to be exercised.
- 11) Thirteen (13) fence signs of various sizes to be removed and reinstalled by contractor.
- 12) Primer and paint shall be supplied by the Austin Convention Center. (Photos attached for paint specifications)
- 13) All other required supplies to be purchased by the contractor. Quote shall include estimate of any required supplies and equipment.
- 14) All cleanup to be discharged to sanitary sewer, NOT storm drains.
- 15) ACCD reserves the right to stop work due to large events, for protection of the client and contractor. ACCD and Contractor to develop a schedule conducive to all parties. Evening/overnight work may be acceptable. Austin Convention Center is a 24/7 operation.

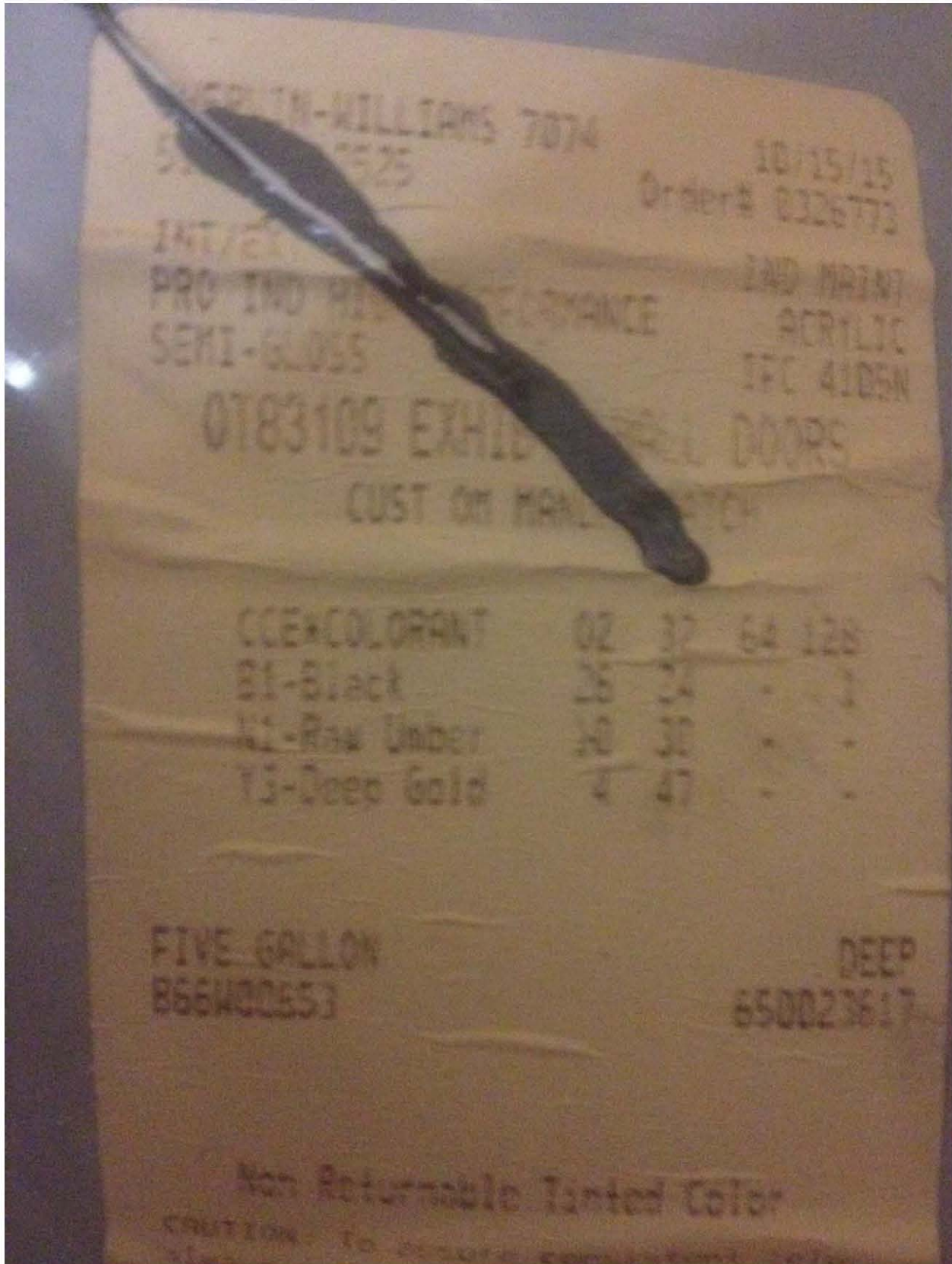
Attachment 1
SAMPLE PROJECT
Austin Convention Center Service Yard Painting Project



Attachment 1
SAMPLE PROJECT
Austin Convention Center Service Yard Painting Project



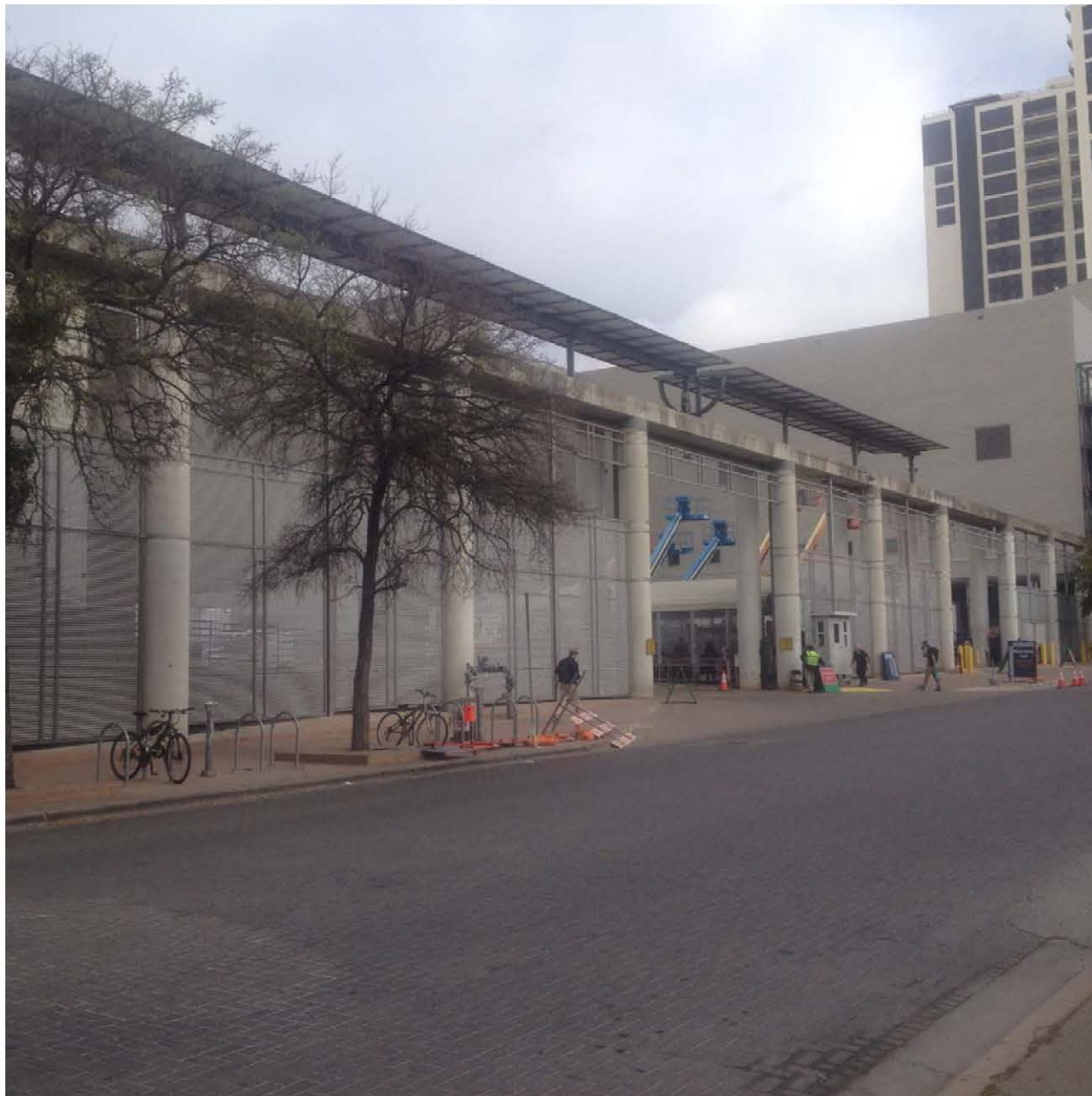
Attachment 1
SAMPLE PROJECT
Austin Convention Center Service Yard Painting Project



Attachment 1
SAMPLE PROJECT
Austin Convention Center Service Yard Painting Project



Attachment 1
SAMPLE PROJECT
Austin Convention Center Service Yard Painting Project



Attachment 1
SAMPLE PROJECT
Austin Convention Center Service Yard Painting Project



Attachment 1
SAMPLE PROJECT
Austin Convention Center Service Yard Painting Project



Attachment 2 - Sample Project Worksheet

Revision 1.1

Vendor Name: _____

Attachment 2: Sample Project Worksheet - Austin Convention Center Service Yard Painting Project

Item 1 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Power Wash Fence											
b) Power Wash Louver Panels											
Item 2 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Fence											
b) Paint Fence											
Item 3 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Steel Post											
b) Paint Steel Post											
Item 4 - Description (4 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
Louver Panel											
Top Grill											
South Section Louver Panel											
South Section Top Grill Panel											
North Section Louver Panel											
North Section Top Grill											
Gated Section Top Grills											

Attachment 2 - Sample Project Worksheet

Revision 1.1

Vendor Name: _____

Attachment 2: Sample Project Worksheet - Austin Convention Center Service Yard Painting Project

Item 5 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Gates											
b) Paint Gates											
Item 6 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Gate Supports											
b) Paint Gate Supports											
Item 7 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime I-Beams											
b) Paint I-Beams											

Total \$ -

Exhibit A
ATTACHMENT 3 - PRICE SHEET
CITY OF AUSTIN
PAINTING SERVICES
RFP 7500 KDS3001
Revision 1.1

Company Name: _____

Special Instructions: Offerors must use this Price Sheet to submit pricing. Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of your Offer.

The quantities listed are annual estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as-needed and specified by the City for each order.

The City intends to make multiple awards to establish a qualified list of Contractors based on the offeror's ability to meet the scope of work requirements, qualifications, experience and cost.

HOURLY LABOR RATE

The rates listed below shall include all charges for labor, administrative, overhead, per diem, and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the rates provided and shall not be paid separately.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the proposer does not wish to bid on that item.

Job Classifications that are subject to Prevailing Wage shall, at a minimum, be priced at the Total Minimum Wage Rate Required for that Classification. Rates which do not meet the Total Minimum Wage Rate for that Classification shall result in a non-responsive offer.

ITEM NO.	LABOR RATE	ESTIMATED ANNUAL HOURS	HOURLY LABOR RATE	EXTENDED PRICE
1.1	Lead Painter/Supervisor: for painting and general services during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	10,875		
1.2	Lead Painter/Supervisor: for painting and general services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	1,990		
1.3	Painter: (priming, painting) for painting services during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	21,750		
1.4	Painter: (priming, painting) for services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	2,040		
1.5	Drywall/Taping: (texturing) for services during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	5,240		
1.6	Drywall/Taping: (texturing) for services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	290		
1.7	Laborer, Common or General: (for general services - example: pressure washing, cleaning, removing debris, load and unload building materials, take apart bracing, scaffolding) during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	5,240		
1.8	Laborer, Common or General: (for general services - example: pressure washing, cleaning, removing debris, load and unload building materials, take apart bracing, scaffolding) for services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	290		
TOTAL				

[illegible]

**Contract Between the City of Austin (“City”)
and
Corza Construction, LLC (“Contractor”)
for
Painting Services
MA 7500 NA190000037**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Corza Construction, LLC having offices at 11233 Kirkland Hill Path, Austin, Texas, 78754, and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 7500 KDS3001.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 Exhibit A - The City’s Solicitation, Request for Proposals, RFP 7500 KDS3001 including all documents incorporated by reference
- 1.1.3 Exhibit B – Corza Construction, LLC, Offer, dated August 12, 2018, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 Exhibit A - The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 Exhibit B - The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional twelve (12)-month periods at the City’s sole option.

- 1.3.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- 1.3.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$6,000,000.00 divided among the contractors for the initial Contract term and an estimated \$2,000,000.00

divided among the contractors for each extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

CORZA CONSTRUCTION, LLC

CITY OF AUSTIN

Juan Carlos Garza

Printed Name of Authorized Person

Cyrenthia Ellis

Printed Name of Authorized Person

[Signature]

Signature

[Signature]

Signature

President

Title:

Procurement Manager

Title:

11/29/2018

Date:

12/3/18

Date:

LIST OF EXHIBITS

Exhibit A – Request for Proposals RFP 7500 KDS3001 Painting Services

Exhibit B – Corza Construction, LLC, Offer, dated August 12, 2018

CORZA CONSTRUCTION

11233 KIRKLAND HILL PATH

AUSTIN TX 78754

512.994.4359

juancarlos@corzaconstruction.com

RFP 7500 KDS3001

SECTION II-PRICE PROPOSAL

CORZA CONSTRUCTION

11233 KIRKLAND HILL PATH

AUSTIN TX 78754

512.994.4359

juancarlos@corzaconstruction.com

RFP 7500 KDS3001

TABLE OF CONTENTS

SECTION I-TAB 1-TAB 7

SECTION II-PRICE PROPOSAL

CORZA CONSTRUCTION

11233 KIRKLAND HILL PATH

AUSTIN TX 78754

512.994.4359

juancarlos@corzaconstruction.com

RFP 7500 KDS3001

SECTION I-TAB 1-TAB 7

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Legal Name: CORZA Construction LLC

Company Address: 11233 Kirkland Hill Path

City, State, Zip: Austin, Texas, 78754

Federal Tax ID No.

Printed Name of Officer or Authorized Representative: Juan Carlos Garza

Title: owner

Signature of Officer or Authorized Representative: 

Date: 8/12/18

Email Address: juan.carlos@corzaconstruction.com

Phone Number: (830) 703-6846

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	CORZA Construction	
Physical Address	11233 Kirkland Hill Path, Austin, TX 78754	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address	N/A	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address	N/A	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address	N/A	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

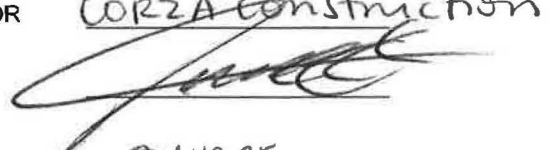
The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 12th day of August, 2018

CONTRACTOR

Authorized
Signature

Title

CORZA construction

owner

Section 0835: Non-Resident Bidder Provisions

Company Name WRZA Construction LLC

Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

- A. Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: NO Which State: N/A

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
W22A Construction LLC

Additional Solicitation Instructions.

- ☐ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☒ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	1474614863500
HUB Eligibility Category	HUB Hispanic
HUB Issue Date	25 - Mar - 2016
HUB Expiration Date	25 - Mar - 2019

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity.** The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status.** Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s).** Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmblsearch>. Federal: <https://www.vip.vetbiz.gov/>. The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation.** If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 7500 KDS3001
SOLICITATION TITLE: Painting Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

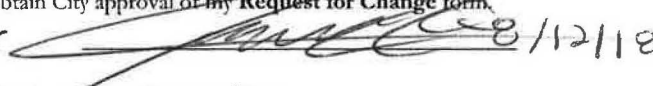
Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	CORZA Construction LLC		
City Vendor ID Code	V00000932848		
Physical Address	11233 Kirkland Hill Path		
City, State Zip	Austin, TX, 78754		
Phone Number	(830) 703.6846	Email Address	juancarlos@corzaconstruction.com
Is the Offeror City of Austin M/WBE certified?	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES Indicate one: <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Juan Carlos Corza, Owner  8/12/18
Name and Title of Authorized Representative (Print or Type) Signature/Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 7500 KDS3001
SOLICITATION TITLE: Painting Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**



Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	CORZA Construction LLC		
City Vendor ID Code	V00000932848		
Physical Address	11233 Kirkland Hill Path		
City, State Zip	Austin, TX, 78754		
Phone Number	(830) 703.6846	Email Address	juancarlos@corzaconstruction.com
Is the Offeror City of Austin M/WBE certified?	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES Indicate one: <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Juan Carlos Garza, Owner  8/12/18
Name and Title of Authorized Representative (Print or Type) Signature/Date
 09.05.18

Authorized Negotiator

Juan Carlos Garza

11233 Kirkland Hill Path, Austin, TX 78754

juancarlos@corzaconstruction.com

(830) 703.6846

References

- 1. Government Project: University of Texas, Department of Fine Arts – Austin, Texas**
General Contractor: Warden Construction Corporation
July 2018
General Project Scope: repair/resurfacing (where needed) and painting of 17,400 sqft of the Doty Fine Arts Library at the University of Texas. Project duration was 2 weeks.
Cost of Project: \$20,110
Contact: Sherri Snowden, Project Manager
ssnowder@wardencc.com
(512) 469.0874
- 2. Government Project: Austin Energy - Various locations throughout the city of Austin, Texas**
General Contractor: CORZA Construction
September 2017 - ongoing
General Project Scope: painting and finishing (interior & exterior) of offices, buildings and warehouses. Eight projects have been completed for Austin Energy to this day and more are lined up.
Cost of Projects: \$100,000+ up to date
Contact: Amelie Gonzalez, Business Development & Contract Manager
amelie.gonzalez-flores@austinenergy.com
(512) 322.6169
- 3. Government Project: Veterans Affairs - KVAMC Pharmacy Renovation - Kerrville, Texas**
General Contractor: Hernandez Consulting LLC
Oct. 2016 – Feb. 2017 / Nov. 2017 – March 2018
General Project Scope: construction of new vault room for medications, new mechanical room, offices, waiting room and reception room. CORZA performed several concrete slab pours, brick masonry installation, wall demolitions, concrete parapet wall installations, CMU wall plaster application and painting and finished of all remodeling and/or construction of new structures. Overall duration of the various projects performed was around 1 year.
Cost of Project: \$94,600
Contact: Joe Ensminger, Sr. Project Manager
jensminger@hernandezconsulting.com
(504) 223.6772
- 4. Commercial Project: AT&T Center - San Antonio, TX**
General Contractor: SKANSKA
Aug. 2016 – October 2016
General Project Scope: painting, tape & float (drywall), patching (drywall), installation of Phenolic Restroom Partitions, etc., for 64 restrooms located throughout all 5 levels of the sports and entertainment center. Project duration was 3 months.
Cost of Project: \$139,566
Contact: Nancy Vanlanham, Project Manager
vanlanham@skanska.com
(210) 819.8332

References

5. Residential Project: Private Residence - Lakeway, Texas

General Contractor: CORZA Construction

Jan. – Feb. 2017

General Project Scope: repair/reconstruction of exterior walls and chimney, painting and finishes.

Cost of Project: \$35,614

Contact: Ada Miller, Home owner

(512) 708.0117

Executive Summary

Company

CORZA Construction, LLC is a minority-owned, HUB & DBE certified company based in Austin, Texas. Founded in 2015, we have expanded our market to other cities in the Lone Star State. We specialize in government, commercial and residential construction with specific scopes of work in demolition, concrete foundations and site concrete applications, masonry, drywall assemblies, painting and stucco.

Our mission is simple - delivering exceptional workmanship on time and on budget.

We strive to provide the best experience by supporting every phase of our projects ensuring design specifications are followed from beginning to end.

Work Experience

We take pride in building strong, loyal relationships with our clients. Our success is based on honesty, integrity and quality workmanship following the highest standard of building practices in a wide range of construction types.

Some of our projects include but are not limited to:

Commercial Project: AT&T Center - San Antonio, TX

General Contractor: SKANSKA

General Project Scope: painting, tape & float (drywall), patching (drywall), installation of Phenolic Restroom Partitions, etc., for 64 restrooms located throughout all 5 levels of the sports and entertainment center. Project duration was 3 months.

Government Project: Austin Energy - Various locations throughout the city of Austin, Texas

General Contractor: CORZA Construction

General Project Scope: painting and finishing (interior & exterior) of offices, buildings and warehouses. Eight projects have been completed for Austin Energy to this day and more are lined up.

Government Project: University of Texas, Department of Fine Arts – Austin, Texas

General Contractor: Warden Construction Corporation

General Project Scope: repair/resurfacing (where needed) and painting of 17,400 sqft of the Doty Fine Arts Library at the University of Texas. Project duration was 2 months.

Government Project: Veterans Affairs - KVAMC Pharmacy Renovation - Kerrville, Texas

General Contractor: Hernandez Consulting LLC

General Project Scope: construction of new vault room for medications, new mechanical room, offices, waiting room and reception room. CORZA performed several concrete slab pours, brick masonry installation, wall demolitions, concrete parapet wall installations, CMU wall plaster application and painting and finished of all remodeling and/or construction of new structures. Overall duration of the various projects performed was 1 year.

Executive Summary

Residential Project: Private Residence - Lakeway, Texas

General Contractor: CORZA Construction

General Project Scope: repair/reconstruction of exterior walls and chimney, painting and finishes.

Objective

At CORZA Construction, we take pride in building strong, loyal relationships with our clients. Our success is fruit of hard work, great communication, professionalism and managing ourselves effectively and efficiently. Prompt and clear invoicing/payroll reporting and exceptional customer service is at the forefront of our company standards. We maintain an efficient system by implementing supporting tech applications or other services that allow us to get the job done correctly, in a timely manner, the first time around. By doing so we are able to exceed our client's expectations.

CORZA Construction will best serve the City of Austin by applying all efforts in the most effective manner, always going the extra mile to establish a good work environment, great communication between all parties involved, great attention to detail and working hard to complete projects on time and on budget. The needs of our clients will not be affected by, nor affect the production and effectiveness of our work with the City of Austin. CORZA Construction is prepared to take on this job.

Juan Carlos Garza

T: 830-703-6846 juancarlos@corzaconstrucion.com

Experience

Corza Construcion Austin TX 78754

2015 - Present - Owner

Have contracted work with the following clients

- City of Austin
- Austin Energy
- Bexar County
- Texas Professional Engineer Board
- Veterans Affairs
- GSA

Largo Concrete Inc. Tustin CA, 92780

2013 - 2015 - Project Manager

- Worked in two downtown projects at Austin, TX worth over \$200 million combined [Seaholm Redevelopment Plant (under construction) and IBC Plaza (completed)]
- In charge of submitting submittals and RFI documentation to the General Contractor.
- Responsible for documenting the progress of job.
- Point of contact between General Contractor management team and Subcontractor team.
- Work directly under a Senior PM and a Project Executive.
- Performed take offs and saved 5% of quantities needed for building materials in the entire project.
- Assisted superintendent in creating a schedule and project scope

Capform Inc., Carrollton, TX 75007

2013 - Engineer Assistant

- Maintained good communication with superintendent and field engineer.
- Made sure that every aspect of the construction process was done according to the plans and the schedule.
- Measured elevations and distances of piers, footings, slabs, walls and any other type of forms relating with the concrete forming construction.

Landscape Contracting and Irrigation Inc, Pattison, TX 77466

2012 - Crew leader

- Supervised and coordinated activities of workers in several TX Dot projects.
- Evaluated the proposed irrigation system designs by the third party contractor.
- Maintained good communication with Project Manager to ensure work was performed adequately.
- Assisted in the construction process of irrigation systems

Corey Edwards

coreyex@gmail.com · 281-652-6912
Houston, TX 77002

OBJECTIVE

The intention of adding value, fulfilling the needs and becoming an asset for the position within your organization by utilizing the experience and knowledge that I gained throughout my previous career within the Oil & Gas industry.

EDUCATION

8/09-05/12	Texas A&M University – Kingsville, B.S., Civil Engineering	Kingsville, TX
8/04-5/07	Houston Community College, A.A.S., Computer Aided Drafting	Houston, TX

EXPERIENCE

Corza Construction, LLC. Austin, TX
Project Manager **2016 – 2018**

- Conducted daily production & scheduled meetings with contractor regarding site evaluations of project progression
- Responsible for weekly reporting of all project activities and communicated updates to leadership directly
- Assessed results for finished product, validity and conformance according to plans and specifications per project
- Managed all construction site daily activity and resolved day to day challenges

Baker Hughes, Inc. (Houston, TX – Midland, TX – Tulsa, OK) Houston, TX
Field Engineer / Application Engineer – Artificial Lift Systems **2012 – 2015**

- Provide customer with technical support and reliability for Electrical Submersible Pumps and ALS applications
- Identify ESP product development needs that would strengthen many offerings for oil field operators and customers
- Assessed results for applicability, validity and conformance to specifications of the Electrical Submersible Pumps
- Provided nodal analysis to optimize oil and gas production, resulting in ROI on wells drilled by customers
- Developed Job Planning Process as a checks and balance system for planning, preparation and deployment of ESP

Texas Department of Transportation (US 281 Highway Project: Pharr District, Hebbronville Area Office) Falfurrias, TX
Engineering Technician Intern **2011**

- Coordinated with Utilities to locate ROW point and helped with logistics for the utility placement based on design
- Inspected Bridges, Drill Shafts, Beams, Culverts, and Safety End Treatments prior to and after concrete placement
- Performed Storm Water Pollution Prevention Plan (SWPPP) Inspections based on EPA requirements
- Managed Seal Coat, Overlay, Hot Mix and Milling of asphalt on several roadways within Hebbronville Area

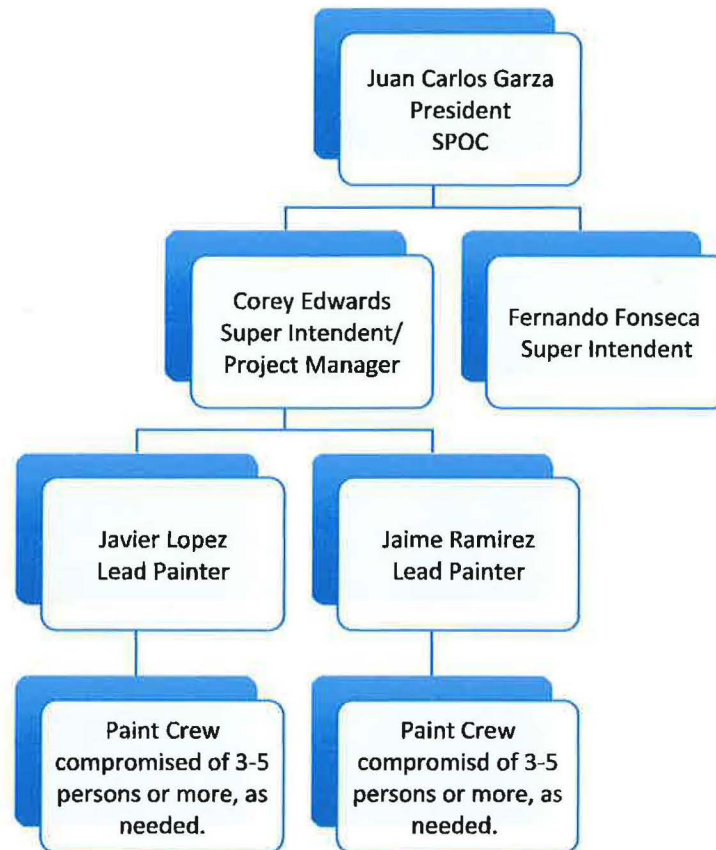
Fluor, Inc. (Total Petrochemical Port Arthur Refinery) Sugar Land, TX
CAD Designer / PDS Designer **2008-2009**

- Prepared 3D Models and CAD Designs based on engineering sketches, details, and calculations
- Coordinated with Civil, Electrical, Mechanical and Pipe Stress Engineers to execute design
- Visited Petrochemical sites to retrieve needed information and calculations for preparation of designs

Eastern Design Home Builders, Inc. Houston, TX
CAD Draftsman / Estimator / Superintendent **2007**

- Solely responsible for designing different floor plan options, including plans illustrating several available upgrades
- Verified all available materials were checked and calculations were accurate, ensuring availability of materials
- Proactive in implementing adjustments with construction issues while maintaining building code specifications to maintain quality products
- Negotiated with subcontractors regarding design and specification requirements, supervised production completion within specified time; and responsible for coordinating inspections to ensure code specifications were met

Personnel and Project Management Structure



The president defines the organization and management for the project and assures that personnel are well equipped and experienced for the job. Juan Carlos Garza is the Single Point of Contact, Super Intendents and Project Manager report to him. He maintains effective communication with them to ensure project is advancing in a timely manner and that the job is being complete above and beyond company standards.

Corey Edwards (Super Intendent/Project Manager) is the on-site Supervisor. If back up is needed, Fernando Fonseca (Super Intendent) will be available and fully informed of all job responsibilities and tasks to be performed. They will carry out the management of City projects simultaneously

SPOC Juan Carlos Garza and Super Intendent/Project Manager will be responsible for communication with the City Contract Manager.

Lead Painters report to Super Intendents who report to SPOC, Juan Carlos Garza.

Lead painters manage the rest of the painting crew. Crew size varies from 3-5 extra persons, per job.

Personnel and Project Management Structure

- **Corey Edwards, Super Intendent & Project Manager**
2 years with CORZA Construction
1 account serviced at any given time.
100% dedicated to City of Austin projects as Super Intendent/Project Manager.
5 years of experience managing and supervising various projects, including painting projects.
- **Fernando Fonseca, Super Intendent**
3 years with CORZA Construction
1 account serviced at any given time.
100% dedicated to City of Austin projects as Super Intendent.
19 years of experience specializing in managing and supervising painting projects.
- **Javier Lopez, Lead Painter**
3 years with CORZA Construction
2 accounts serviced at any given time.
80% dedicated to City of Austin projects.
15 years of experience leading paint projects and managing crew.
- **Jaime Ramirez, Lead Painter**
3 years with CORZA Construction
2 account serviced at any given time.
80% dedicated to City of Austin Projects.
10 years of experience leading paint projects and managing crew.

Technical Program & Proposed Solution

- A. CORZA Construction has thoroughly reviewed Scope of Work (Section 0500) and fully understands the requirements and services required by the City of Austin. A technical plan will consist of a print out of an informational packet with detailed instructions as well as the architectural plans with detailed description of manufacture, paint color, finish and location of application. CORZA Construction personnel will meet one month to two weeks prior to the start of the project to prepare and organize the logistics of all crew members and equipment for the job site. Prior to the start of the project, CORZA Construction will also implement a Gantt Chart to formulate a schedule for tracking each paint assignment.
- i. CORZA Construction has not been issued any citations or exceptions from OSHA in the last 3 years.
 - ii. CORZA Construction – OSHA Recordable Incident Rate for the past 2 years:
 - 2016: 0
 - 2017: 0
 - 2018 (Jan – Aug): 0
 - iii. No specialized labor will be hired for the duration of the project.
 - iv. CORZA Construction is equipped with a crew capable of completing projects on time and on budget for the City of Austin. Should the need for more personnel arise and no other options are available, we will hire qualified personnel from local professional institutions that provide construction staff.
 - v. In the past, CORZA Construction has received MSDS information from all paint suppliers with alternatives when a paint selection does not adhere to the LOW or NO VOC requirements. That information is provided to the client, which then decides on the final paint selection before proceeding. The same applies when providing equipment, if not satisfied by the client.



Painting

Quality Assurance/Quality Control Plan

**CITY OF AUSTIN
PURCHASING OFFICE**

RFP 7500 KDS3001

PROJECT-SPECIFIC PAINTING QUALITY PLAN

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A. CORZA CONSTRUCTION QUALITY POLICY

CORZA Construction is committed to quality. Our objective is to safely deliver 100 percent complete painting projects that meet all contract and customer expectations the first time, every time. Our commitment to quality means:

- Every CORZA Construction employee is responsible for fully implementing and complying with all provisions of the CORZA Construction quality system.
- Our quality standards meet or exceed all applicable regulations, codes, industry standards, and manufacturer specifications as well as with our customers' contract and individual requirements.
- We stand behind our work. We inspect every work task to assure conformance to the project requirements. Should there be problems, we will correct them.
- We are always improving. All employees receive regular training to make systematic improvements to remove quality risks and enhance quality performance.

We conduct our work with dignity and respect for the customer, our subcontractor and supplier partners, and ourselves.

B. KEY ELEMENTS OF THE PAINT QUALITY PLAN

Key elements of the CORZA Construction Quality Assurance/Quality Control Plan include:

Quality Management and Responsibilities. CORZA Construction fully integrates its quality management system into the organizational structure and performance management systems for each project. We:

- Maintain a documented quality system consisting of a quality manual with policies and procedures.
- Tightly control exceptions to the quality system so company standards are applied uniformly to every project
- Systematically maintain quality system documents and records.

Quality Control Personnel. CORZA Construction fully integrates its quality management system into the organizational structure and performance management systems for each project. We:

- Appoint a Quality Manager, Superintendent, and Project Manager to each project, each with well-defined quality responsibilities and the authority to carry them out.
- Have well-defined quality responsibilities for every employee with specific quality responsibilities for key job positions.
- Plan project quality records and documentation that will be maintained.
- Tightly control exceptions to the quality system so company standards are applied uniformly to every project
- Enforce policies that monitor work conditions prior to and during work so that quality results are assured.

Project Quality Coordination and Communication. CORZA Construction tightly controls the painting process to ensure quality results. We:

- Plan quality communications through meetings, reporting requirements, and points of contact.
- Have a project startup meeting to communicate project goals and expectations.
- Conduct preparatory meetings in advance of each scheduled work task to communicate requirement details and coordinate work activities.

Quality Assurance Surveillance. CORZA Construction audits the quality system to assure it is operating effectively. We:

- Audit the operation of the quality system on each project for conformance to the Project Quality Assurance/Quality Control Plan and the CORZA Construction Quality System requirements.
- Conduct annual company-wide audits to evaluate effectiveness of the CORZA Construction Quality System and improve its operation.

Employee Qualifications. CORZA Construction ensures that only knowledgeable, capable employees carry out the planning, execution, and control of our projects. We:

- Identify employee qualification requirements, including licensing requirements, training qualifications, responsibilities, and authority for each job position.
- Train field employees on quality standards and procedures for their job position.
- Validate employee capabilities before they are assigned to carry out quality job responsibilities.
- Review ongoing employee qualifications and evaluate quality practices and performance as part of the employee performance management process.

Qualification of Subcontractors and Suppliers. CORZA Construction purchases only from subcontractors and suppliers that consistently meet CORZA Construction standards for quality. We:

- Clearly define outside organization qualification requirements including licensing requirements, compliance with specific quality standards, quality responsibilities, qualification of personnel and quality improvement processes.
- Validate capabilities to meet project quality requirements at planned production levels.
- Verify ongoing quality performance.

Project-Specific Quality Standards. CORZA Construction clearly defines standards and specifications that apply to each project. We:

- Identify all relevant regulations, codes and industry standards.
- Identify specifications for materials that meet contract as well as regulatory requirements.
- Specify quality and certification requirements for materials and equipment that affect quality.
- Identify special requirements for calibration of quality measuring devices.
- Supplement the contract and published standards with CORZA Construction quality standards as required to reduce quality risks and assure quality results.

Inspections and Test Plan. CORZA Construction quality inspection processes ensure that all work activities comply with the documented standards and specifications. We:

- Identify inspections and tests required by contract specifications and industry standards.
- Record the result of each quality inspection and test.
- Use independent laboratories certified by nationally recognized accreditation agencies.

Work Task Quality Inspections. CORZA Construction quality inspection processes ensure that all work activities comply with the documented standards and specifications. We:

- Identify required quality inspections and tests at key milestones during the project.
- Identify each work task that is subject to a series of quality inspections and quality control activities
- Conduct a series of quality inspections for each painting task: before work begins, at first article completion, while work is in process, and at completion.
- Inspect all materials before use.
- Record the result of each work task inspection.

Quality Control of Corrections and Nonconformances. CORZA Construction nonconformance control processes ensure that we prevent all nonconformances from cover-up, inadvertent use, and corrected. We:

- Mark the item to clearly identify it for correction.
- Make corrections in a timely manner and validate their effectiveness.
- Require customer approval before accepting any nonconforming items.
- Identify nonconformance items for future prevention.
- Address nonconformance causes systematically by updating standards and specifications; improving process and employee capabilities; setting new requirements for outside organizations; and enhancing the effectiveness of field and third party quality inspections.
- Validate actions taken to prevent nonconformances and their effectiveness.

Project Completion Inspections. CORZA Construction conducts a series of inspection near the completion of major milestones and end of the project to assure that the contracted work is completed to specifications. We:

CORZA Construction Quality Assurance/Quality Control Plan

- Perform a rigorous inspection by senior managers independent of production.
- Correct any deviations and reinspect prior to submittal to the customer for final review.
- Participate in the customer's final inspection quickly address any issues found.

C. PROJECT QUALITY COORDINATION AND COMMUNICATION

CORZA Construction has regular, planned communications with customers, subcontractors, and suppliers to coordinate quality expectations, priorities, activities, and improvements.

The process begins when we hold a pre-construction meeting where we discuss how quality of the project will be controlled and the quality responsibilities of key personnel. We also coordinate a schedule for weekly production meetings, monthly quality management meetings, and protocols for telephone and internet communications.

Throughout the project, CORZA Construction holds preparatory meetings prior to the start of upcoming milestones, tasks, or phases of work. These meetings are attended by key company, subcontractor personnel responsible for carrying out, supervising, or inspecting the work, and interested customer representatives. We review quality requirements, coordinate quality inspections and hold points. In the process, we listen to each stakeholder to understand their concerns for critical details. We add the critical details to inspection checklists. We also train production personnel on these details in weekly and toolbox talk meetings.

CORZA Construction weekly team toolbox meetings deploy findings of the preparatory meeting to field personnel. The venue is used to train personnel on technical requirements, reinforce critical details for heightened awareness, and institute improvements to work methods. It is also a forum for team communications and coordination.

CORZA Construction Quality Assurance/Quality Control Plan

CORZA Construction Point of Contact List				
Project ID	Project Name	Preparer	Date	
RFP 7500 KDS3001	CITY OF AUSTIN PURCHASING OFFICE	Corey Edwards		
Company	Name	Job Position(s)	Phone Contact Numbers	Email
CORZA Construction	Juan Carlos Garza	President		
CORZA Construction	Corey Edwards	Project Manager		
CORZA Construction	Corey Edwards	Superintendent		
CORZA Construction	Juan Carlos Garza	Quality Manager		
CORZA Construction	Corey Edwards	Safety Manager		

CORZA Construction Project Quality Communications Plan

Project ID	Project Name	Preparer	Date
RFP 7500 KDS3001	CITY OF AUSTIN PURCHASING OFFICE		

Distribution of project organization chart and assigned responsibility and authority of the Project Manager, Quality Manager, and Superintendent:

Points of contact list distribution:

Project startup meeting participants, date, location:

Work task quality plan meeting participants, nominal location:

Weekly project communication meeting participants, and nominal day of week, time, and location:

Daily quality report distribution, frequency, and due date:

Monthly project quality status report distribution and due date:

Distribution of quality inspection and test records, and due date:

Nonconformance report distribution and customer approval authority:

Location of project quality records storage and point of contact for records access:

CORZA Construction Quality Assurance/Quality Control Plan

Nominal frequency of project quality audits and the job position that will conduct the audits:
Warehousing of customer supplied materials/equipment location, security, damage prevention.

D. PROJECT QC PERSONNEL

CORZA Construction ensures that quality control personnel remain independent from the pressures of production through our organizational lines of authority as defined by our QC Organization Chart.

The President appoints a Quality Manager, Superintendent, and Project Manager, and then assigns each with specific quality responsibilities and authorities of their job position.

PROJECT QC JOB POSITION ASSIGNMENTS

Table D-1 shows the job positions assigned to personnel on this project.

Table D-1

QC Personnel Name	Job Position
Juan Carlos Garza	President
Corey Edwards	Project Manager
Corey Edwards	Superintendent
Juan Carlos Garza	Quality Manager
Corey Edwards	Safety Manager

DUTIES, RESPONSIBILITIES, AND AUTHORITY OF QC PERSONNEL

The President has overall responsibility for implementation safety including performance and results of the CORZA Construction Quality System, including quality on this project.

QC personnel assigned to this project have the duties, responsibilities and authority defined by their job position.

Key project personnel have accepted their appointments and declared their ability to carry out the appointments.

QUALITY RESPONSIBILITIES

PROJECT QUALITY MANAGER: QUALITY DUTIES, RESPONSIBILITIES, AND AUTHORITY

The Quality Manager is responsible for ensuring the overall effectiveness of the Quality System for a specific project. Regardless of other duties, the Quality Manager is responsible for:

- Planning project quality controls required by the CORZA Construction quality systems and contract requirements.
- Fully implementing all provisions of the CORZA Construction Quality System and related documents on the project.
- Manage the operation of the CORZA Construction Quality System on the project.
- Implement and manage all phases of quality control.

CORZA Construction Quality Assurance/Quality Control Plan

- Communicating project-specific quality requirements to all affected departments, subcontractors and suppliers, and customers.
- Ensuring that the Quality System is established and implemented by persons doing work that impacts quality.
- Monitoring progress of activities.
- Ensuring that the Quality System is maintained.
- Acting as the project quality liaison with parties outside the company on matters relating to quality.
- Reporting to senior management on performance of the Quality System, including needed improvements.
- Review and approval of all project Quality System records.
- Review and approval of project quality-related contract submittals.
- Managing all project inspection and quality control activities.
- Controlling corrective actions.
- Resolving quality nonconformances.

The Quality Manager has the authority to:

- Stop work when continuing work may adversely affect quality or cover up a defect.
- Prevent the use of equipment or materials that may adversely affect quality or cover up a defect.
- To direct the removal and replacement of any non-conforming work, equipment, or material by CORZA Construction, any subcontractor, or any supplier.
- Suspend work and/or supply of materials by any staff member, subcontractor personnel, or supplier as deemed necessary to assure quality results.

Alternate Quality Managers acting in the role of the project Quality Manager has the same quality duties, responsibilities and authority as the project Quality Manager.

SUPERINTENDENT: QUALITY DUTIES, RESPONSIBILITIES, AND AUTHORITY

A Superintendent verifies that work performed by subcontractors and suppliers and CORZA Construction work crews conforms to CORZA Construction quality standards. The President appoints one or more Superintendents for each project.

A Superintendent has specific responsibilities for:

- Ensuring that work meets government regulatory and code requirements, customer requirements, contract requirements, contract technical specifications, contract drawings, approved contract submittals, and company quality standards and specifications.
- Ensuring that subcontractors and suppliers begin work in accordance with CORZA Construction start-work policies.
- Ensuring that subcontractors and suppliers receive a notice to work only when conditions will not adversely affect quality results.
- Conducting quality inspections, tests, and recording findings.
- Accurately assessing subcontractor quality and on-time performance.
- Ensuring that quality standards are achieved before approving subcontractor or work crew completion of work.

The Superintendent has the authority to:

- Stop work when continuing work may adversely affect quality or cover up a defect.
- Prevent the use of equipment or materials that may adversely affect quality.
- Direct the removal or replacement of any non-conforming work, equipment, or material.
- Suspend work and/or supply of materials as deemed necessary to assure quality results.

CORZA Construction Quality Assurance/Quality Control Plan

Alternate Superintendent has the same quality duties, responsibilities and authority as the Superintendent. Multiple Superintendents may be assigned to the project.

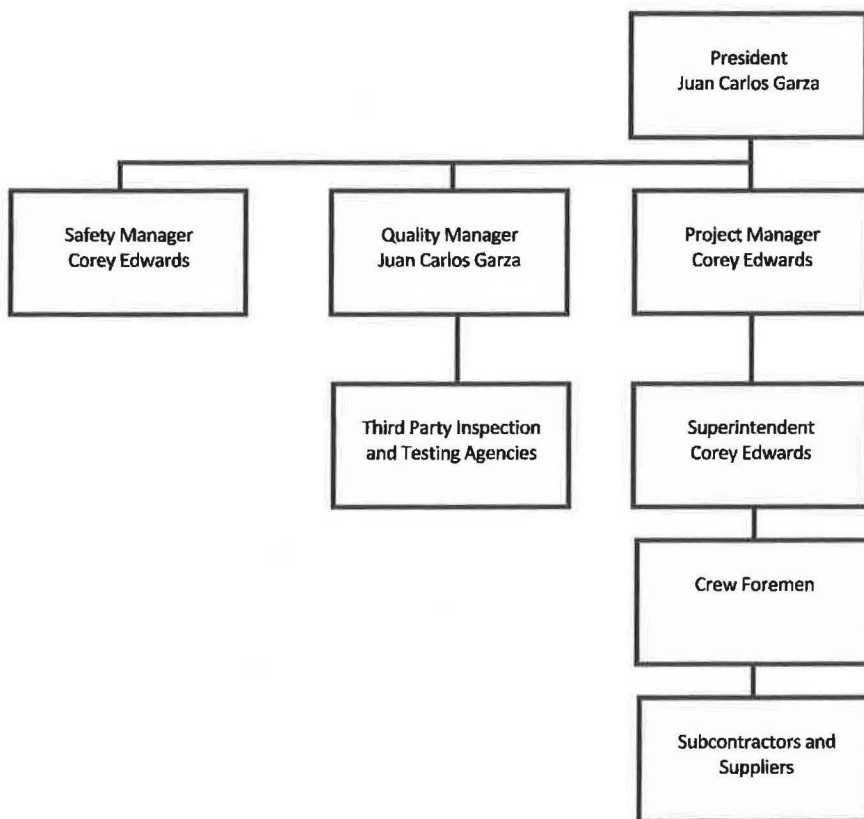
PROJECT QC ORGANIZATION CHART

The Project QC Organization Chart shows the QC organizational structure. The chart includes job positions along with the name of each person appointed to that position. Figure A-1 shows the QC Organization Chart for this project.

The President defines the organization chart for the project. The organizational chart includes job titles, names of assigned personnel, and organizational and administrative interfaces with the customer. The organization chart defines lines of authority as indicated by solid connection; dotted lines indicate lines of communication. The lines of authority preserve independence of quality control personnel from the pressures of production.

The President assesses the qualification requirements for each position on the project organization chart, qualifications of each person, and then appoints only qualified persons to the project organization.

Figure A-1



E. PERSONNEL QUALIFICATIONS

CORZA Construction ensures that only knowledgeable, capable employees carry out the planning, execution, and control of the project.

We train our employees on quality standards and procedures based on project requirements as well as their job positions. Then we validate their capabilities before they are assigned to carry out their quality job responsibilities on the project. Ongoing monitoring of performance continually validates qualifications of each employee.

The Quality Manager qualifies employee capabilities to ensure that they are capable of completely carrying out their assigned quality responsibilities including the following capabilities:

- Knowledge of Company quality standards
- Knowledge of job responsibilities and authority
- Demonstrated skills and knowledge
- Demonstrated ability
- Demonstrated results
- Required training
- Required experience

The Quality Manager also evaluates independent contractor personnel on the same standards that apply to employees.

PERSONNEL CERTIFICATION REQUIREMENTS

Personnel certifications are required for the following:

Personnel Certifications and Licenses			
Division	Certification or License Title	Reference Standard No.	Reference Standard Title
9	Performers of surface preparation or coating application	SSPC QP 1	Standard Procedure for Evaluating Painting Contractors

TRAINING

We train our employees on quality standards and procedures based on project requirements as well as their job positions. Then we validate their capabilities before they are assigned to carry out their quality job responsibilities on the project. Ongoing monitoring of performance continually validates qualifications of each employee.

After a training activity is completed, CORZA Construction keeps of record of both the training activity and the training participants.

Project Personnel Resumes

F. QUALIFICATION OF THIRD PARTY INSPECTION/TESTING COMPANIES AND SUBCONTRACTORS AND SUPPLIERS

CORZA Construction evaluates outside organizations to ensure that the quality of their materials or services will meet contract requirements, and that they have the capacity and equipment to carry out the contract on schedule.

Our subcontractors and suppliers meet the project requirements by either 1) working under the CORZA Construction Quality System or 2) operating their own quality program as long as it meets CORZA Construction Quality System requirements.

Ongoing monitoring of performance continually validates qualifications of each subcontractor and supplier.

Key outside organizations that will be used on this project are listed on the Subcontractor and Supplier List form. A Subcontractor and Supplier List form exhibit is included in this subsection. The qualifications of listed suppliers have been verified.

QUALIFICATION OF TESTING LABORATORIES

Independent laboratories performing tests or quality inspections have additional requirements for certification by a nationally recognized testing accreditation organization as appropriate for the scope of the inspection or test:

- NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
- NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- The American Association of State Highway and Transportation Officials (AASHTO)
- International Accreditation Services, Inc. (IAS)
- U. S. Army Corps of Engineers Materials Testing Center (MTC)
- American Association for Laboratory Accreditation (A2LA) program

CORZA Construction Quality Assurance/Quality Control Plan

CORZA Construction Project Subcontractor and Supplier List				
Project ID	Project Name			Preparer/ Date
RFP 7500 KDS3001	CITY OF AUSTIN PURCHASING OFFICE			

Work Tasks	Subcontractor and Supplier Name	Description of Services	Quality Control Method (Not Applicable/ Subcontractor and Supplier QC/ CORZA Construction QC)	Remarks

G. PAINT PROJECT QUALITY SPECIFICATIONS

Fulfilling customer contract expectations is a primary objective of the CORZA Construction Quality System. To ensure that customer expectations will be fulfilled, CORZA Construction clearly defines the requirements for each contract before it is approved.

The Project Manager ensures that the information in customer contracts clearly defines customer expectations and that the necessary details are provided to set requirements for painting.

CORZA Construction personnel and subcontractors and suppliers are accountable for compliance to standards-based written specifications.

To achieve expectations reliably and consistently, specifications are clearly spelled out, not only for results but also for processes. Specifications apply to materials, work steps, qualified personnel and subcontractors and suppliers, safe work rules, and environmental work conditions.

Standards ensure that results are specified rather than left to discretionary practices.

All CORZA Construction painting activities comply with generally accepted good workmanship practices and industry standards.

COMPLIANCE WITH INDUSTRY PAINTING STANDARDS

Codes that may apply to this project include those listed below.

Regulatory Codes and Industry Standards			
Division	Description	Reference Standard No.	Reference Standard Title
9	Steel structure surface preparation for painting	SSPC Painting Manual	Good Painting Practice, Steel Structures Painting Manual
9	Containment of paint removal debris	SSPC Guide 6	Guide for Containing Surface Preparation Debris Generated During Paint Removal Operations

H. PAINT INSPECTION AND TEST PLAN

CORZA Construction identifies inspections and tests that will be performed during the project. A test report is completed for each test. The test reports are then used for monitoring compliance to the plan and tracking results.

If independent laboratories are required to perform tests or quality inspections, we ensure that the laboratories are certified by a nationally recognized testing accreditation organization as appropriate for the scope of the inspection or test.

The Quality Inspection and Test Plan form lists inspections and tests (other than work task inspections) that will be performed on this project.

Results of inspections and tests will be recorded on the Inspection and Test Form.

Form exhibits are included as an exhibit in this subsection.

INSPECTION AND TESTING PAINTING STANDARDS

Inspection and testing standards that may apply to this project include those listed below.

Inspection and Testing Standards			
Division	Description	Reference Standard No.	Reference Standard Title
9	Inspection of metal surfaces to receive paint finish	ASTM D 3276	Painting Inspectors (Metal Substrates)

CONTROL OF INSPECTION, MEASURING, AND TEST EQUIPMENT

Inspection, measuring, and test equipment that will be controlled, calibrated, and maintained.

The Quality Manager evaluates the project requirements and determines if there are measuring devices that require controls to assure quality results.

For each type of device, the Quality Manager identifies:

- Restrictions for selection
- Limitations on use.
- Calibration requirements including the frequency of calibration. All calibrations must be traceable to national measurement standards.

When a measurement device is found not to conform to operating tolerances, the Quality Manager validates the accuracy of previous measurements.

CORZA Construction Quality Assurance/Quality Control Plan

CORZA Construction Quality Inspection and Test Plan												
Project ID				Project Name						CONTRACTOR		
RFP 7500 KDS3001				CITY OF AUSTIN PURCHASING OFFICE						CORZA Construction		
SPECIFICATION SECTION AND PARAGRAPH NUMBER	SCHEDULE ACTIVITY ID	TEST REQUIRED	ACCREDITED/ APPROVED LAB YES /NO		SAMPLED BY	TESTED BY	LOCATION OF TEST ON/OFF SITE/SITE		DATE COMPLETED	DATE FORWARDED TO CUSTOMER	REMARKS	

I. PAINTING WORK TASK QUALITY INSPECTIONS

CORZA Construction identifies a list of work tasks, phases of production, which will be quality controlled.

WORK TASKS SERIES OF INSPECTIONS

Each work Task is subject to a series of inspections; before, during, and after the work is complete. Each inspection verifies compliance with full scope of the relevant specifications; not limited to checkpoints for heightened awareness.

- The initial task-ready inspection occurs when crews are ready to start work and ensures that work begins only when it does not adversely impact quality results.
- Incoming material inspections verify that materials are as specified and meet all requirements necessary to assure quality results.
- Work-in-process inspections continuously verify that work conforms to project specifications and workmanship expectations. Work continues only when it does not adversely impact quality results.
- At completion of the Task an inspection verifies that work, materials, and tests have been completed in accordance with project quality requirements. When appropriate, functional tests are performed.

Inspection results are recoded and maintained as part of the project files.

SPECIAL PROCESS INSPECTIONS

The Quality Manager identifies special processes where the results cannot be verified by subsequent inspection or testing and determines if continuous work in process inspections are required. For these special processes, a qualified inspector continuously inspects the work process.

MATERIAL QUALITY INSPECTION AND TESTS

Material quality inspections and tests ensure that purchased materials meet purchase contract quantity and quality requirements. The Superintendent inspects or ensures that a qualified inspector inspects materials prior to use for conformance to project quality requirements.

The Superintendent ensures that each work task that uses the source inspected materials proceed only after the material has been accepted by the material quality inspection or test.

DAILY QUALITY CONTROL REPORT

The Superintendent records a summary of daily work activities. The report will include:

- Schedule Activities Completed
- General description of work activities in progress
- Problems encountered, actions taken, problems and delays
- Meetings held, participants and decisions made
- Subcontractor and Supplier and Company Crews on site
- Visitors and purpose
- General Remarks
- Improvement Ideas
- Weather conditions

CORZA Construction Quality Controlled Work Task List

CORZA Construction Quality Assurance/Quality Control Plan

Project ID	Project Name	Preparer	Date
RFP 7500 KDS3001	CITY OF AUSTIN PURCHASING OFFICE		

[illegible]

CORZA Construction
Daily Production Report

Project ID	Project Name	Preparer*/Date
RFP 7500 KDS3001	CITY OF AUSTIN PURCHASING OFFICE	

* On behalf of the contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge except as noted in this report.

CORZA Construction Quality Assurance/Quality Control Plan

	Description
Job-ready and WIP Inspections (Active work tasks)	
Work Tasks Completion Inspections	
Sampling/Tests Performed	
Nonconformance Reports	
Problems encountered, actions taken, problems, and delays	
On Site Subcontractors and Suppliers, Company Crews, and Visitors	
Meetings held and decisions made	
General Remarks and Improvement ideas	
Weather conditions	Temperature: Low: _____ F High: _____ F Precipitation: <input type="checkbox"/> No <input type="checkbox"/> Yes, type and amount: _____

<h3 style="margin: 0;">CORZA Construction Work Task Inspection Form</h3>		
Work Task:		
Project: Id# RFP 7500 KDS3001	Project Name: CITY OF AUSTIN PURCHASING OFFICE	Subcontractor and Supplier Company ID/Name:
Location/Area:	Reference drawing version #:	Crew ID/Name
Compliance Verification <input type="checkbox"/> Compliance with initial job-ready requirements <input type="checkbox"/> Compliance with material inspection and tests <input type="checkbox"/> Compliance with work in process first article inspection requirements <input type="checkbox"/> Compliance with work in process inspection requirements <input type="checkbox"/> Compliance with work task completion inspection requirements <input type="checkbox"/> Compliance with inspection and test plan	Heightened Awareness Checkpoints <input type="checkbox"/> [Insert items identified at project startup and preparatory meetings] <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

CORZA Construction Quality Assurance/Quality Control Plan

Production Notes:

Reported Nonconformances:

Verification of Work Task Completion (sign and date)

Subcontractor and Supplier Sign and date*:
Work task verified complete to specifications (sign and date)

Project Superintendent Sign and date*:
Work task verified complete to specifications (sign and date)

Project Superintendent score subcontractor/crew
performance and feedback notes

Quality: 5 4 3 2 1
Safety: 5 4 3 2 1
Delivery: 5 4 3 2 1

Quality Manager Sign and date*:
Work task verified complete to specifications (sign and date)

Quality Manager score quality performance and
feedback notes

Quality: 5 4 3 2 1

* On behalf of the contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge except as noted in this report.

CORZA Construction Quality Assurance/Quality Control Plan

Finishes - Painting and Coating 09.90.00					
Project:	Phase:	Task Completion Inspection Report	Contractor:	Crew:	
<u>Compliance Verification</u> <input type="checkbox"/> Compliance with initial job-ready requirements <input type="checkbox"/> Compliance with material inspection and tests <input type="checkbox"/> Compliance with work in process first article inspection requirements <input type="checkbox"/> Compliance with work in process inspection requirements <input type="checkbox"/> Compliance with Task completion inspection requirements <input type="checkbox"/> Compliance with inspection and test plan <input type="checkbox"/> Compliance with safety policies and procedures Reported Nonconformances and incomplete items:		<u>FTQ 2TQ Heightened Awareness Checkpoints</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 40px;"> <input type="checkbox"/> <input type="checkbox"/> </div> <div> Painting / coating style // texture // and pattern approved by ARCHITECT <input type="checkbox"/> <input type="checkbox"/> Painting / coating compatibility with substrate and application thickness approved by ENGINEER <input type="checkbox"/> <input type="checkbox"/> Painting / coating is solid // smooth // and even thickness free of runs and drips <input type="checkbox"/> <input type="checkbox"/> Surfaces are free of entrapped dust / particles // bubbles // and staining <input type="checkbox"/> <input type="checkbox"/> Coatings applicable for the environment (wet // moist // dry) <input type="checkbox"/> <input type="checkbox"/> Finished coating application free of voids // pin holes // and scratches <input type="checkbox"/> <input type="checkbox"/> Coatings do not impede operation of sensors (light // fire // temperature // etc.) <input type="checkbox"/> <input type="checkbox"/> Coatings applied in accordance with manufacturer's environmental recommendations <input type="checkbox"/> <input type="checkbox"/> Coatings completely cured prior to placement in service <input type="checkbox"/> <input type="checkbox"/> Compressed air used in spraying is free of moisture and oil </div> </div>			
FTQ Scores and Completion Sign-off					
Field Mgmt.-91.45.01					
Quality	5 4 3 2 1	<i>Notes:</i>			
On-Time	5 4 3 2 1	<i>Notes:</i>			
Safety	5 4 3 2 1	<i>Notes:</i>			
Sign and date*: Cell # / ID #: _____ Signed: _____ Date: _____					
Task has been having been verified complete and in compliance with contract drawings and specifications except for non-conformances and incomplete items reported above.					
<u>Quality Score</u> <u>On-Time Score</u> <u>Safety Score</u>	5 = 100% NO problems 5 = On Time 5 = 100% NO problems	4 = 1 minor problem 4 = Late 4 = 1 minor problem	3 = Hotspot or 2-3 minor 3 = Late by 1 day 3 = Hotspot or 2-3 minor	2 = 6+ or major problems 2 = Late by 2 days 2 = 4+ or major problem	1 = Excessive problems 1 = Late more than 2 days 1 = Injury

J. QUALITY CONTROL OF CORRECTIONS, REPAIRS, AND NONCONFORMANCES

Should a problem occur in the quality of work, we systematically contain the issue and quickly make corrections. Our first action is to clearly mark the item by tape, tag, or other easily observable signal to prevent inadvertent cover-up.

Then we expedite a corrective action that brings the workmanship or material issue into conformance by repair, replacement, or rework. Previously completed work is reinspected for similar nonconformances. In the event that we cannot correct the item to meet contract specifications, the customer will be notified and customer approval of corrective actions is required before proceeding.

Fixing problems found is not sufficient. CORZA Construction systematically prevents recurrences to improve quality. First enhanced controls and management monitoring are put into place to assure work proceeds without incident. Then using a structured problem-solving process, CORZA Construction identifies root causes and initiates solutions. Solutions may involve a combination of enhanced process controls, training, upgrading of personnel qualifications, improved processes, and/or the use of higher-grade materials. Follow-up ensures that a problem is completely resolved. If problems remain, the process is repeated.

Nonconformances and their resolution are recorded on a Nonconformance Report form. A Nonconformance Report form exhibit is included in this subsection.

CORZA Construction Nonconformance Report		
Nonconformance Report Control ID	Project ID	Project Name
	RFP 7500 KDS3001	CITY OF AUSTIN PURCHASING OFFICE
Preparer Signature/ Submit Date		Quality Manager Signature / Disposition Date
Description of the requirement or specification		
Description of the nonconformance, location, affected area, and marking		
Disposition	<input type="checkbox"/> Replace <input type="checkbox"/> Repair <input type="checkbox"/> Rework <input type="checkbox"/> Use As-is	
	Approval of disposition required by customer representative? Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Customer approval signature /date: _____	
Corrective Actions	<input type="checkbox"/> Corrective actions completed Name/Date: _____	
	Customer acceptance of corrective actions required? Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Name/Date: _____	

CORZA Construction Quality Assurance/Quality Control Plan

Preventive Actions	
	Preventive actions completed Name/Date: _____

K. PROJECT COMPLETION INSPECTIONS

CORZA Construction conducts a series of inspections near the end of each project to assure that the contracted work is completed to specifications.

Near the end of the project, or a milestone, the Quality Manager, Superintendent, and Project Manager participate in the inspection of the completed project and verify conformance to contract specifications. Any deviations are corrected and reinspected before submitting the project to the customer for final inspection.

If the customer performs a final inspection, corrections are quickly addressed, reinspected by the Quality Manager, and then submitted for customer final review.

A Record of each of the inspections will be maintained on the Project Completion Inspection form. If punch items are discovered during the inspection, a record of the punch items and their correction will be maintained on the Punch List form. Project Completion Inspection and Punch List form exhibits are included as an exhibit in this subsection.

CORZA Construction Project Completion Inspection Form			
Project ID:	Project Name:	Location/Area:	
RFP 7500 KDS3001	CITY OF AUSTIN PURCHASING OFFICE		
Compliance Verification <input type="checkbox"/> Compliance with material inspection and tests <input type="checkbox"/> Compliance with inspection requirements <input type="checkbox"/> Compliance with functional tests if required <input type="checkbox"/> Compliance with inspection and test plan <input type="checkbox"/> Punch lists corrections complete		Heightened Awareness Checkpoints <input type="checkbox"/> [Insert items identified at project startup, preparatory and status meetings] <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Notes:			
Reported Nonconformances:			
Verification of Project Completion (sign and date)			

CORZA Construction Quality Assurance/Quality Control Plan

Project Superintendent verified complete to specifications (sign and date)	Sign and date*:
Quality Manager verified complete to specifications (sign and date)	Sign and date*:
<p>* On behalf of the contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge except as noted in this report.</p>	

L. QUALITY ASSURANCE SURVEILLANCE

We manage overall project performance by setting performance objectives, measuring actual performance, and managing performance improvements. Overall performance objectives will be designed to extend our customer's performance work objectives into CORZA Construction operations. Each objective will have specific and verifiable measures.

We expect to measure performance in the following areas:

- Customer satisfaction through customer feedback, surveys, complaints, and quality assurance surveillance reports.
- On-time task completion as measured by a monthly on-time performance assessment.
- Contract administration compliance as measured by a monthly project contract administration assessment.
- Safety Plan compliance as measured by safety violations and a monthly safety assessment.
- Quality Plan conformance as measured by a monthly Quality Plan assessment.

Every month, CORZA Construction holds a performance improvement meeting with the participation of key project and customer personnel. They review past performance, project quality risks, and quality issues. An action plan is set for improvement and progress is reviewed at the next meeting.

CORZA Construction Project Quality System Audit Form			
Project ID	Project Name	Auditor	Date
RFP 7500 KDS3001	CITY OF AUSTIN PURCHASING OFFICE		
Review Topics: (Place check mark next to each item audited)			
	Customer satisfaction On-time task completion Contract administration Safety compliance Quality risk planning and mitigation Performance improvement results Action plan for improvements Quality Plan Conformance: Project QC Personnel Project Quality Coordination and Communication Employee Qualifications Qualification of subcontractors and suppliers Project Quality Specifications Testing Plan Test Reports Work Task Quality Inspections Daily Quality Control Report		

CORZA Construction Quality Assurance/Quality Control Plan

Control of Punch Items and Nonconformances Project Records and Documents

Nonconformance Notes and observations

Action plan for Improvement

Follow-up results and date

M. CONTROL OF QUALITY RECORDS AND DOCUMENTS

On this project, CORZA Construction will keep quality documents and records of quality activities that occur throughout the duration of the project.

Project quality records will be stored in the project field office. As a backup, copies of records will be held offsite. The exact location will be determined at quality coordination meeting.

N. SERVICING AND WARRANTY

CORZA Construction will provide the Contract Manager or designee, at a minimum, a one (1) year warranty for labor and workmanship from date of completion on any work performed as well as documentation of any applicable manufacturer's warranty with the final invoice.

O. INVOICE CHARGES

CORZA Construction will only submit an invoice for the fixed-price quote amount. Invoices for labor charges shall be in accordance with Attachment 4 – Price Sheet. The Contractor shall certify on each invoice that Job Classifications that are subject to Prevailing Wage shall, at a minimum, be paid at the Total Minimum Wage Rate Required for that Classification.

CORZA Construction will provide an itemized invoice that contains, at a minimum, the following:

1. Address of work performed
2. City of Austin contract number
3. City of Austin purchase order number
4. Contractor's unique invoice number and date
5. Beginning and ending dates of services rendered
6. The Contractor's unique quotation number

Attachment 1
SAMPLE PROJECT
Austin Convention Center Service Yard Painting Project

The information provided in this attachment shall be used to provide an itemized breakdown of the cost on the proposer's quote, including all equipment, tools, consumables, mobilization, and demobilization charges necessary to complete the job. The unit prices for labor shall not exceed those submitted in **Attachment 4 - Price Sheet**. A schedule (timeline) with specific tasks is required. Proposers should include enough information to demonstrate to the City that they understand what is necessary to complete the Scope of Work. Proposers shall submit mock invoices and supporting documentation that would be required for payment of labor hours (timesheets). In addition, **Attachment 1 - SAMPLE PROJECT** shall be used to complete **Attachment 2 - Sample Project Worksheet**

The sample painting project for the Austin Convention Center includes the following tasks for painting a 250-linear foot wide fence that is 27 feet tall. All painted surfaces will require prepping, priming, and two coats of finish color on both the street side and the yard side of the panels. Supplementary photos are attached for reference.

1) Fence & Louver Panels:

- a. Power wash both sides of fence
- b. Power wash both sides of louver panels

Water shall be captured for proper disposal (NOT to storm drains).

2) Fence

- a. Prime fence on both sides
- b. Paint fence - 2 finish coats both sides of fence.

Allow ample drying time between coats. No spraying of paint.

3) Gray Steel Posts – (7) posts, 27 feet tall

- a. Prime steel posts
- b. Paint steel posts

4) Prime and paint Louver Panels:

Looking at the wall is a lower louver panel and a top grille panel with a void between the two painted portions (see supplementary photos). The wall consists of ten (10) sections.

Six (6) of the sections have a louver panel measuring sixteen feet high by twenty-seven feet wide (16'H x 27'W), and a top grill that measures three and a half feet high by twenty-seven feet wide (3-1/2'H x 27'W).

One south section louver panel is sixteen feet high by eighteen feet wide (16'H x 18'W). The south section the top grill panel is three and a half feet high by eighteen feet wide (3-1/2'H x 18'W).

Attachment 1
SAMPLE PROJECT
Austin Convention Center Service Yard Painting Project

One north section louver panel next to the stairs is sixteen feet high by ten and a half feet wide (16'H x 10-1/2'W). The north section top grill is three and a half feet high by ten and a half feet wide (3-1/2'H x 10-1/2'W).

- 5) Gates: (2) 40 feet wide gates, 10 feet high (40W x 10H)
 - a. Prime gates
 - b. Paint gates
- 6) Gate Supports: (4) posts, 25 feet tall
 - a. Prime Gate Supports
 - b. Paint Gate Supports
- 7) Gray I-beams: 160 feet
I-beams are located over gate openings, mounted on overhead concrete approximately 27 feet in the air.
 - a. Prime I-beams
 - b. Paint I-beams
- 8) Do NOT paint: signage, stainless steel panel mounting brackets, Concrete support columns, or the guard house and shelter.
- 9) Sidewalk permits will be required. Pedestrian/property protection is required at all times. ACCD is not responsible for spills, overspray or other related damages to this project.
- 10) All safety policies and personal protection equipment (PPE) to be exercised.
- 11) Thirteen (13) fence signs of various sizes to be removed and reinstalled by contractor.
- 12) Primer and paint shall be supplied by the Austin Convention Center. (Photos attached for paint specifications)
- 13) All other required supplies to be purchased by the contractor. Quote shall include estimate of any required supplies and equipment.
- 14) All cleanup to be discharged to sanitary sewer, NOT storm drains.
- 15) ACCD reserves the right to stop work due to large events, for protection of the client and contractor. ACCD and Contractor to develop a schedule conducive to all parties. Evening/overnight work may be acceptable. Austin Convention Center is a 24/7 operation.

ITEMIZED BREAKDOWN OF COST FOR SAMPLE PROJECT

ITEMS	UNITS		C/UNIT	TOTAL COST
EQUIPMENT				
LIFT RENTAL	2	MONTH	\$ 2,000.00	\$ 4,000.00
TOOLS(PAINT BRUSHES,ROLLERS,LATT	2	MONTH	\$ 500.00	\$ 1,000.00
POWER WASHER	2	MONTH	\$ 600.00	\$ 1,200.00
SPAYER IF NEEDED	2	MONTH	\$ 650.00	\$ 1,300.00
LABOR				
GENERAL LABOR	255	HRS	\$ 16.00	\$ 4,080.00
PAINTER	1050	HRS	\$ 28.50	\$ 29,925.00
COSUMABLES	1	UNIT	\$ 1,470.50	\$ 1,470.50
MOBILIZATION	1	UNIT	\$ 3,000.00	\$ 3,000.00
DEMOBILIZATION	1	UNIT	\$ 3,000.00	\$ 3,000.00
			TOTAL	\$ 48,975.50

Project Summary

Project Name	SCHEDULE FOR SAMPLE PROJECT
Project Manager	JUAN CARLOS GARZA

Start date	8/22/2018
Finish date	9/26/2018
Days	26.1
Progress	0%
Work hours	1876.16
Remaining work h	1876
Remaining work d	187.62
Remaining weeks	37.52
Cost	\$ 48,975.5

[illegible]

Attachment 2 - Sample Project Worksheet
Revision 1.1

Vendor Name: _Corza Construction LLC_

Attachment 2: Sample Project Worksheet - Austin Convention Center Service Yard Painting Project

Item 1 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Power Wash Fence	1	16	250	16	250	4000	SF	150.0	LABORER	\$ 16.00	\$ 2,400.00
b) Power Wash Louver Panels	8	3.5	27	28	216	756	SF	50.0	LABORER	\$ 16.00	\$ 800.00
Item 2 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Fence	1	16	250	16	250	4000	SF	150.0	PAINTER	\$ 28.50	\$ 4,275.00
b) Paint Fence	1	16	250	16	250	4000	SF	150.0	PAINTER	\$ 28.50	\$ 4,275.00
Item 3 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Steel Post	7	27		189		189	LF	150.0	PAINTER	\$ 30.00	\$ 4,500.00
b) Paint Steel Post	7	27		189		189	LF	100.0	PAINTER	\$ 30.00	\$ 3,000.00
Item 4 - Description (4 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
Louver Panel	6	16.0	27.0	96.0	162.0	2592.0	SF	250.0	PAINTER	\$ 28.50	\$ 7,125.00
Top Grill	6	3.5	27.0	21.0	162.0	567.0	SF	80.0	PAINTER	\$ 28.50	\$ 2,280.00
South Section Louver Panel	1	16.0	18.0	16.0	18.0	288.0	SF	50.0	PAINTER	\$ 28.50	\$ 1,425.00
South Section Top Grill Panel	1	3.5	18.0	3.5	18.0	63.0	SF	25.0	PAINTER	\$ 28.50	\$ 712.50
North Section Louver Panel	1	16.0	10.5	16.0	10.5	168.0	SF	43.0	PAINTER	\$ 28.50	\$ 1,225.50
North Section Top Grill	1	3.5	10.5	3.5	10.5	36.8	SF	15.0	PAINTER	\$ 28.50	\$ 427.50
Gated Section Top Grills	2	3.5	40.0	7.0	80.0	280.0	SF	50.0	PAINTER	\$ 28.50	\$ 1,425.00

Attachment 2 - Sample Project Worksheet
Revision 1.1

Vendor Name: _Corza Construction LLC_

Attachment 2: Sample Project Worksheet - Austin Convention Center Service Yard Painting Project

Item 5 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Gates	2	10	40	20	80	800	SF	90.0	PAINTER	\$ 28.50	\$ 2,565.00
b) Paint Gates	2	10	40	20	80	800	SF	110.0	PAINTER	\$ 28.50	\$ 3,135.00
Item 6 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Gate Supports	4	25		100		100	LF	40.0	PAINTER	\$ 28.50	\$ 1,140.00
b) Paint Gate Supports	4	25		100		100	LF	110.0	PAINTER	\$ 28.50	\$ 3,135.00
Item 7 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime I-Beams	1		160			160	LF	80.0	PAINTER	\$ 28.50	\$ 2,280.00
b) Paint I-Beams	1		160			160	LF	100.0	PAINTER	\$ 28.50	\$ 2,850.00
Total \$ 48,975.50											

ATTACHMENT 3 - PRICE SHEET
CITY OF AUSTIN
PAINTING SERVICES
RFP 7500 KDS3001
Revision 1.1

Company Name: _____Corza Construction LLC_____

Special Instructions: Offerors must use this Price Sheet to submit pricing. Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of your Offer.

The quantities listed are annual estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as-needed and specified by the City for each order.

The City intends to make multiple awards to establish a qualified list of Contractors based on the offeror's ability to meet the scope of work requirements, qualifications, experience and cost.

HOURLY LABOR RATE

The rates listed below shall include all charges for labor, administrative, overhead, per diem, and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the rates provided and shall not be paid separately.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the proposer does not wish to bid on that item.

Job Classifications that are subject to Prevailing Wage shall, at a minimum, be priced at the Total Minimum Wage Rate Required for that Classification. Rates which do not meet the Total Minimum Wage Rate for that Classification shall result in a non-responsive offer.

ITEM NO.	LABOR RATE	ESTIMATED ANNUAL HOURS	HOURLY LABOR RATE	EXTENDED PRICE
1.1	Lead Painter/Supervisor: for painting and general services during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	10,875	\$ 29.00	\$ 315,375.00
1.2	Lead Painter/Supervisor: for painting and general services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	1,990	\$ 29.00	\$ 57,710.00
1.3	Painter: (priming, painting) for painting services during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	21,750	\$ 28.50	\$ 619,875.00
1.4	Painter: (priming, painting) for services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	2,040	\$ 28.50	\$ 58,140.00
1.5	Drywall/Taping: (texturing) for services during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	5,240	\$ 24.00	\$ 125,760.00
1.6	Drywall/Taping: (texturing) for services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	290	\$ 24.00	\$ 6,960.00
1.7	Laborer, Common or General: (for general services - example: pressure washing, cleaning, removing debris, load and unload building materials, take apart bracing, scaffolding) during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	5,240	\$ 16.00	\$ 83,840.00

ATTACHMENT 3 - PRICE SHEET
CITY OF AUSTIN
PAINTING SERVICES
RFP 7500 KDS3001
Revision 1.1

1.8	Laborer, Common or General: (for general services - example: pressure washing, cleaning, removing debris, load and unload building materials, take apart bracing, scaffolding) for services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	290	\$ 16.00	\$ 4,640.00
TOTAL				\$ 1,272,300.00

Name of Company: Corza Construction

[illegible]



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 1

Date of Addendum: 7/3/2018

This addendum for the above referenced solicitation for a Group Pre-Paid Legal Plan is to incorporate the following changes and answer the following question:

I. Clarifications:

1. The Solicitation Documents will be reposted to the City's Vendor Connection website located at Austin Finance Online https://www.austintexas.gov/financeonline/account_services/account/login.cfm to make the following changes to Section 0400 Supplemental Purchase Provisions, Item 8. Retainage:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

Revision 1.1

stipulated to be 20% of the project quote not-to-exceed amount. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of 20% of the project quote not-to-exceed amount.

8. **RETAINAGE:** The City ~~will~~ may withhold twenty percent (20%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

II. Questions:

1. Does the solicitation require a bid or performance bond?

Answer: No. However, the solicitation does contain a Liquidated Damages clause in Section 0400 Supplemental Purchase Provisions and a requirement in Section 0500 Scope of Work 4.8.6 regarding performance and acceptance of services.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

7/3/2018
Date

ACKNOWLEDGED BY:

Juan Carlos Garcia
Name

[Signature]
Authorized Signature

8/12/2018
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 2

Date of Addendum: 7/3/2018

This addendum for the above referenced solicitation for **Painting Services** is to make the following correction to the solicitation name in Addendum 1:

I. Clarifications:

Solicitation: RFP 7500 KDS3001

Addendum No: 1

Date of Addendum: 7/3/2018

This addendum for the above referenced solicitation for a ~~Group Pre-Paid Legal Plan~~ **Painting Services** is to incorporate the following changes and answer the following question:

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

7/3/2018
Date

ACKNOWLEDGED BY:

Juan Carlos Garza

Name

[Signature]
Authorized Signature

8/12/2018

Date



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 3

Date of Addendum: 7/12/2018

This addendum for the above referenced solicitation for **Painting Services** is to extend the solicitation due date.

Due Date:

August 2, 2018, 2:00 PM CST

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

7/12/2018
Date

ACKNOWLEDGED BY:

Juan Carlos Garza
Name

[Signature]
Authorized Signature

8/12/2018
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 4

Date of Addendum: 7/31/2018

This addendum for the above referenced solicitation for **Painting Services** is to extend the solicitation due date.

Due Date:

August 16, 2018, 2:00 PM CST

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Kimberley Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

7/31/2018
Date

ACKNOWLEDGED BY:

Juan Carlos Garza
Name

[Signature]
Authorized Signature

8/12/2018
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 5

Date of Addendum: 8/7/2018

This addendum for the above referenced solicitation for a Painting Services is to incorporate the following changes and answer the following questions for the solicitation:

I. Solicitation Revisions:

1. Section 0500, Scope of Work, has been revised in Revision 1.1 and the solicitation shall be reposted. Details on all changes are attached to this Addendum.
2. Section 0600, Proposal Instructions and Evaluation Criteria has been revised in Revision 1.1 and shall be reposted. Details on all changes are attached to this Addendum.
3. Attachment 2 - Sample Project Worksheet has been revised to add two columns, Column J – Job Classification and Column K – Labor Rate.

II. Questions:

1. On Attachment 1, Sample Project Sheet 1 of 9; item (1) bullet (b.) requires to power-wash both sides of louver panels. Are these the same panels described on item (4) Prime and paint louver panels?

Answer: Yes.

2. On Attachment 1, Sample Project Sheet 6 and 7 of 9, the photographs are the same. Should the duplicate be disregarded? Is there a photograph that is missing?

Answer: The second photo is a duplicate and should be disregarded. There is not a photo that is missing.

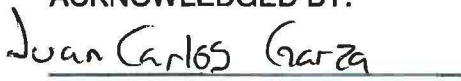
ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

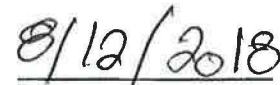

Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261


Date

ACKNOWLEDGED BY:


Name


Authorized Signature


Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

8/9/2018
Date

ACKNOWLEDGED BY:

Juan Carlos Garza
Name

[Signature]
Authorized Signature

8/12/2018
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 7

Date of Addendum: 8/14/2018

This addendum for the above referenced solicitation for a Painting Services is to incorporate the following changes:

I. Solicitation Revisions:

1. Attachment 3, Price Sheet, has been revised in Revision 1.1 to remove Category 2 and has been reposted to Austin Finance Online: https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm
2. Section 0500, Scope of Work, items 4.3.1.3, 4.3.1.3.4 and 4.3.1.3.5 have been revised to remove the requirement to include the percent mark-up for materials and rental equipment in fixed-price quotes. Section 0500, Scope of Work Revision 1.3 is attached to this Addendum to reflect these changes. The entire solicitation package will be re-posted.

II. Due Date Extension:

The **Due Date** for the solicitation for Painting Services is hereby extended to **Tuesday, August 21, 2:00 PM.**

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

8/14/2018
Date

ACKNOWLEDGED BY:

Juan Carlos Garza
Name

[Signature]
Authorized Signature

8/14/2018
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION

**Contract Between the City of Austin (“City”)
and
JNA Painting and Contracting Company, Inc. (“Contractor”)
for
Painting Services
MA 7500 NA190000037**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between JNA Painting and Contracting Company, Inc., having offices at 17819 Davenport Rd. #240, Dallas, TX, 75252, and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 7500 KDS3001.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 Exhibit A - The City’s Solicitation, Request for Proposals, RFP 7500 KDS3001 including all documents incorporated by reference
- 1.1.3 Exhibit B – JNA Painting and Contracting Company, Inc., Offer, dated August 17, 2018, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 Exhibit A - The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 Exhibit B - The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional twelve (12)-month periods at the City’s sole option.

- 1.3.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- 1.3.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$6,000,000.00 divided among the contractors for the initial Contract term and an estimated \$2,000,000.00

divided among the contractors for each extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**JNA PAINTING AND CONTRACTING
COMPANY, INC.**

CITY OF AUSTIN

NICK ANASTASIS
Printed Name of Authorized Person

Cyrenthia Ellis
Printed Name of Authorized Person

[Signature]
Signature

[Signature]
Signature

President
Title:

Procurement Manager
Title:

11-30-18
Date:

12/3/2018
Date:

LIST OF EXHIBITS

Exhibit A – Request for Proposals RFP 7500 KDS3001 Painting Services

Exhibit B – JNA Painting and Contracting Company, Inc. Offer, dated 8/17/2018

JNA Painting & Contracting Company, INC

Commercial and Industrial Contractors

JNA Painting & Contracting Company, INC.

Painting Services RFP 7500 KDS3001

Due – August 21, 2018

2:00 PM

SECTION 1

P.O. Box 26048 Baltimore, MD 21224

Phone: 410-285-7350 Fax: 410-285-7796

Exhibit B


JNA Painting & Contracting Company, INC

Commercial and Industrial Contractors

TAB 1

P.O. Box 26048 Baltimore, MD 21224
Phone: 410-285-7350 Fax: 410-285-7796

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Legal Name: JNA PAINTING & CONTRACTING CO., INC
 Company Address: 17819 DAVENPORT RD #240
 City, State, Zip: DALLAS, TX 75252
 Federal Tax ID No. _____
 Printed Name of Officer or Authorized Representative: NICK ANASTASS
 Title: President
 Signature of Officer or Authorized Representative: 
 Date: 8-17-18
 Email Address: GUSE@JNAPAINING.COM
 Phone Number: 214-325-9415 214-325-9362

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

JNA is not in Austin. JNA has offices in SAN ANTONIO, Dallas, Temple.

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<u>No</u>
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	<u>No</u>
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<u>Yes</u>	No

SUBCONTRACTOR(S):

Name of Local Firm	<i>N/A</i>	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 17 day of AUGUST

CONTRACTOR

Authorized
Signature

Title

JNA Painter-Contract

[Signature]

President

Section 0835: Non-Resident Bidder Provisions

Company Name JNA PAINO & CONTRACTING Company, INC.

Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

- A. Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.
- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: NO Which State: MARYLAND.

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
JNA PAINTING & CONTRACTING CO., INC.

Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity**. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status**. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s)**. Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmblsearch>. Federal: <https://www.vip.vetbiz.gov/>. The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation**. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 7500 KDS3001

SOLICITATION TITLE: Painting Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name			
City Vendor ID Code			
Physical Address			
City, State Zip			
Phone Number		Email Address	
Is the Offeror City of Austin M/WBE certified?	<input type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.</p>			
Name and Title of Authorized Representative (Print or Type)		Signature/Date	
NICK ANASTASIS - President		8-17-11	

W 1A

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 7500 KDS3001

SOLICITATION TITLE: Painting Services

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☐ **I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).**

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ **I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.**

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

N/A

SOLICITATION NUMBER: RFP 7500 KDS3001

SOLICITATION TITLE: Painting Services

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

MIA

SOLICITATION NUMBER: RFP 7500 KDS3001

SOLICITATION TITLE: Painting Services

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

TAB 2

Authorized Negotiator-

John Anastasis – Owner – 17819 Davenport Rd. STE 240 Dallas, TX 75252

Nick Anastasis – President - 17819 Davenport Rd STE 240 Dallas, TX 75252

PHONE = 214-325-9415

214-325-9362

Email – Gus@jnapainting.com Nick@jnapainting.com

JNA Painting & Contracting Company, INC

Commercial and Industrial Contractors

TAB 3

REFERENCES

DFW Airport Painting Services

Painting of Airport Facilities on call – 5 year contract

JNA provides painting services to DFW Airport at terminals, airport facilities, parking, etc.

Mark Holt- Airport Facility Director – 972-973-6273 mholt@dfwairport.com

\$1,058,00.00 Total Contract

2014-Present. JNA has been awarded new 3 year contract for DFW effective 09-2018

Project Managers - Nick Anastasis, Gus Kohelis, John Anastasis

San Antonio ISD – Painting of Multiple Schools

Painting of multiple schools over past 5 years. Project consists of repainting all surfaces Interior and Exterior of Schools. Staff is onsite and schedules are very critical 2017 Painting of 7 complete schools in 60 days

Bruce Longoria – Construction Management Manager – blongoria1@saisd.net
210-591-3391

2015-\$645,555.00---2016-\$381,200.00 –2017 - \$1,057,915.00

2003-Present – Various Contracts through years

Project Manager - Nick Anastasis, John Anastasis, Gus Kohelis

Austin ISD – Painting Services 2016

Summer Painting program where JNA provided painting services to 25 School Locations for Austin ISD. Work Orders were provided and completed within the summer months.

Felipe Romero –felipe.romero@austinisd.org 512-414- 4457

May – August 2016 - \$250,000.00

JNA Painting & Contracting Company, INC

Commercial and Industrial Contractors

City of Houston – George R. Brown Convention Center

Painting of the Interior and Exterior of George R Brown Convention Center in preparation for the Super Bowl (2017) and March Madness (2011)

Facility was in full operation during project

Dave Osterhout - Director of Operations – 713-853-8013 - RECENTLY RETIRED
– CELL NUMBER

David.osterhout@houstonfirst.com

2016- \$251,800.00 2011- \$491,000.00

March 2011, January 2017

Project Managers - Nick Anastasis, John Anastasis, Gus Kohelis

Killeen ISD - On Call Painting Services

Painting of Schools and Buildings for Killeen ISD over the past 15 years. Over the years, JNA has worked on many projects of all sizes to help support the KISD painting program.

Martha Blount- Senior Supervisor Martha.blount@killeenisd.org 254-336-0188

2003-Present – Approx \$250,000 per year

City of Frisco – Painting various projects

Painting services for multiple city buildings including full painting of City Hall.

Gerry Burns – Director of Maintenance – gburns@friscotexas.gov 972-292-5112

2016-2018 – Various project costs from 3,000.00 – 45,000.00 per project

More References are available upon request. JNA has many more projects that are completed

JNA Painting & Contracting Company. INC

Commercial and Industrial Contractors

TAB 4

JNA Painting & Contracting Company, INC. is a Commercial and Industrial Painting Company that originated in 1996. For the past 22 years, JNA has completed projects of all sizes and understands the importance of completing all projects in a very clean, safe, timely and professional manner.

JNA Painting has office locations in Baltimore, MD, San Antonio, TX and Dallas, TX. JNA also has a centralized storage and office space in Temple, TX.

John Anastasis, Owner, has been in the painting business for over 50 years. Through the years, Mr. Anastasis has worked in schools, tanks, airports, stadiums, bridges and many other projects of all sizes.

JNA Painting & Contracting core business is working with public agencies such as State, City, School Districts, and Airports. JNA has experience in working on tight time schedules while buildings or areas are occupied. Nick Anastasis and Gus Kohelis are both project managers to ensure the schedule is upheld and strictly followed. Foremen are assigned on each job but Gus and Nick are on the sites daily to ensure everything is running properly. JNA has completed projects throughout Maryland, Virginia and Texas.

Again, JNA has provided painting of projects of all sizes. In 2011 and 2016, JNA completed the painting of the Interior and Exterior of the George R. Brown Convention Center in Houston, TX for anticipation of Final Four and Super Bowl respectively. The convention center was in full operation while we were working and the project went without any interruption.

In Texas, JNA has worked with the City of Dallas, DFW, Austin ISD, Lubbock ISD, LaVega ISD, San Antonio ISD, City of Houston, METRO, Texas Tech University, Killeen ISD and San Angelo ISD to name a few. JNA understands the importance of turning areas over and providing the least amount of disruption to the everyday operation.

JNA can provide bonding up to our 3 million dollar capacity, which was earned over our 20 years of service.

P.O. Box 26048 Baltimore, MD 21224

Phone: 410-285-7350 Fax: 410-285-7796

JNA Painting & Contracting Company, INC

Commercial and Industrial Contractors

JNA has all the tools and equipment to complete the project with our own forces. JNA has over 30 work vehicles and all scaffold/ladders to access difficult areas

In specific to this project for the City of Austin, JNA feels we have a very strong company to offer painting services for the City. JNA focuses all of our work on repaint projects. JNA uses our own employees and the follow company guidelines for quality control that have been put in place by Owner John Anastasis.

JNA is a family business where customer service comes first. During the project, it is our goal to establish and maintain a relationship with all involved to make this a successful project. JNA looks to develop a relationship where this can go further than the contract term. JNA will manage this project in addition to other clients as we have multiple supervisors and project managers that will be available to ensure work orders and quotes are received in a timely manner. Once awarded projects, JNA will schedule and coordinate a schedule that is beneficial to the facility. JNA works in many situations where we need to work after hours to accommodate. JNA does not charge differently based on time.

Invoicing and payroll reporting are no issue for JNA as we work on many state and federally funded projects that require paperwork for verification of payroll.

JNA is really hoping to qualify with the City and we encourage you to contact all of our references for further input.

Thank you very much

Nick Anastasis

P.O. Box 26048 Baltimore, MD 21224
Phone: 410-285-7350 Fax: 410-285-7796

JNA Painting & Contracting Company, INC

Commercial and Industrial Contractors

TAB 5

JNA Painting & Contracting Company, INC is a family owned business started by John Anastasis. John Anastasis has been in the painting business for over 50 years. Nick Anastasis and Gus Kohelis are the lead managers for the company and work with John on scheduling. Gus Kohelis and Nick Anastasis will be the representatives who will deal directly with the Contract Manager for this project.

John Anastasis- OWNER

Nick Anastasis

Gus Kohelis

Supervisors

Foreman

Painters

KEY PERSONNEL

John Anastasis- Owner – Over 50+ years in the commercial/industrial painting industry. Started JNA in 1996

Nick Anastasis – President – Over 25 years in the commercial/industrial painting industry. Nick Anastasis began with JNA in 1996. Nick Anastasis will be a main point of contact for the contract along with Gus Kohelis.

Gus Kohelis – General Manager – Over 15 years in the commercial /industrial painting industry. Gus Kohelis began with JNA in 2004. Gus Kohelis will be a main point of contract for the contract along with Nick Anastasis

P.O. Box 26048 Baltimore, MD 21224

Phone: 410-285-7350 Fax: 410-285-7796

JNA Painting & Contracting Company, INC

Commercial and Industrial Contractors

Rene Alarcon – Supervisor – Over 10 years working in the commercial/industrial painting industry. Rene first began work with JNA Painting in 2011.

P.O. Box 26048 Baltimore, MD 21224

Phone: 410-285-7350 Fax: 410-285-7796

JNA Painting & Contracting Company, INC

Commercial and Industrial Contractors

KEY PERSONNEL

2.

John Anastasis- Owner

Work Experience:

1996-Present
Baltimore, MD

JNA Painting Company, INC.
Owner

1973-1982
Baltimore, MD

Hermes Painting
Owner

Key Projects/Experience:

- Aberdeen Proving Grounds
- Northampton MUD
- George. R Brown Convention Center
- Postwood Mud
- Ennis – Tarrant Regional Water District
- Ft. Mead
- M&T Bank Stadium
- Worked in the GSA
- Naval Academy, Annapolis
- Naval Yards
- Texas Tech University
- Morgan State University
- Seguin, TX
- Howard County Public Schools
- Prince George's County Public Schools
- Baltimore City Public Schools
- Anne Arundel County Public Schools
- Killeen Independent School District, Killeen, TX
- San Angelo ISD
- City of Hurst, TX
- Lubbock ISD
- Maryland Aviation Administration

P.O. Box 26048 Baltimore, MD 21224

Phone: 410-285-7350 Fax: 410-285-7796

JNA Painting & Contracting Company, INC

Commercial and Industrial Contractors

Nick Anastasis- President

Work Experience:

1996-Present
Baltimore, MD

JNA Painting Company, INC.
President

Key Projects/Experience:

- DFW
- City of Lewisville
- City of Dallas
- Lubbock ISD
- San Antonio ISD
- Baltimore County School Repaints
- Fair Oaks Ranch MUD
- Killeen Independent School District, Killeen, TX
- BWI Airport
- City of Seguin- 3 MG Ground Storage Tank
- Marriott's Ridge High School – Howard County Public Schools
- Regional High School- Prince George's County Public Schools
- Marley Middle School- Anne Arundel County Public Schools
- North Harford High School- Harford County Public Schools
- Howard County Public Schools Repaints
- M & T Bank Stadium
- San Angelo ISD

Certifications:

- National Wood Floor Association
- Polymix
- C3 Lead Paint Removal
- Supervisor – Structural Steel Lead Paint Removal

P.O. Box 26048 Baltimore, MD 21224

Phone: 410-285-7350 Fax: 410-285-7796

JNA Painting & Contracting Company, INC

Commercial and Industrial Contractors

Gus Kohelis- Manager

Education:

1999-2003
Huntington, WV
Marketing

Marshall University
Business Administration-

Work Experience:

May 2004-Present
Baltimore, MD

JNA Painting Company, INC.
General Manager

August 2003- May 2005
Paints)
Dallas, TX

PPG Industries (Pittsburgh
Sales Representative

Key Projects/Experience:

- San Antonio ISD
- DFW Airport
- City of Dallas
- City of Frisco
- City of Allen
- City of Lewisville
- Austin ISD
- Cedar Hill ISD
- Plano ISD
- George R. Brown Convention Center
- Lubbock ISD
- BWI Airport

Certifications:

- (PQI)Paint Quality Institute Certified

P.O. Box 26048 Baltimore, MD 21224

Phone: 410-285-7350 Fax: 410-285-7796

JNA Painting & Contracting Company, INC

Commercial and Industrial Contractors

TAB 6

6A-

JNA Painting & Contracting Company is in full understanding of the SOW issued from the city. JNA has had many contracts where the same type of format was in place. JNA understands that the City of Austin is looking to build a group of contractors to be qualified to quote on projects exceeding \$2,000. JNA has had numerous contracts where this is the case and we embrace the opportunity. JNA does projects of all sizes, whether it be a small offices or buildings complete.

JNA has all the tools, equipment and personnel for this project. JNA does not subcontract our labor for painting services. All employees are w2 employees of JNA and understand our company policies for working in secured and occupied facilities. JNA main storage location is nearby in Temple and also San Antonio. At these locations, JNA has all tools and equipment necessary for any project that may arise. JNA has over 30 vehicles, scaffolding, spray machines, pressure washers, and sand blast equipment to name a few.

Safety is a main focus for JNA and is monitored daily. Employees are constantly being trained on site to ensure a safe working environment. JNA most recent experience modifier through Workman Comp provides us a 15% discount based on our safety record.

JNA has been the on call Painting contractor for DFW for 5 years. This project is similar and requires extra security screening that our employees have gone through.

JNA will have a single point of contact either Gus Kohelis and Nick Anastasis will be in communication with the City Point of contact. JNA stresses that communication is the key for projects of this kind. Scheduling for pricing, meetings and projects are essential in this format. JNA had a similar contract with the City of Dallas that was run through the Water Department. As time went on, other agencies within the City joined the agreement and through this JNA ended up painting Parking Garages for Aviation, Recreation Centers for parks and rec, and libraries for the city.

JNA has not OSHA citations or OSHA related Incidents over the three year period requested in the specification.

JNA operates throughout the state of Texas and has offices in San Antonio, Temple and Dallas. JNA assembles our crews based on the region of work. JNA has employees from

P.O. Box 26048 Baltimore, MD 21224

Phone: 410-285-7350 Fax: 410-285-7796

JNA Painting & Contracting Company, INC

Commercial and Industrial Contractors

Austin and San Antonio who will be working on this project. JNA will schedule accordingly so they are available for work on this contract upon request.

Alternatives as described in 4.2 will be made at every extent possible by request from the city. JNA works in other areas where VOC are strictly monitored and our paint materials used have been altered to ensure compliance. In the changing times, Sherwin Williams has made products available that will help meet these needs.

6B – Sample Project

JNA has estimated the sample project based on the information that was provided in the specifications. The project is for the cleaning, priming, and painting of the fence, louvers, and gates at the Convention Center.

Areas will be pressure washed (reclaiming water), prepped primed and painted. Products for this project will be supplied by the City. JNA has all equipment for this project. JNA also realizes this project does not permit spray and must be completed by brush and roll.

On the attached sample breakdown form, we have priced the project as requested and broke the square feet and linear feet down. The numbers are doubled on the form as it is a two sided fence and louvers. JNA also provides an extended 3 year warranty on all jobs we complete.

6C-

JNA has read and understands the Contractor responsibilities. JNA has been in business for over 22 years and has had many projects similar to this. JNA fully understands that all work must be authorized from the City representative and that no changes are approved unless written from the City. JNA ensures quality control by having our two managers, Gus Kohelis and Nick Anastasis directly involved in all phases of the work. JNA employees work under very strict guidelines that are in line with the City's expectations.

JNA will keep job records of all projects that are worked on for the City. Per the addendums issued, time sheets and material markup have been removed from the original scope. All quotes will be a fixed price with a breakdown of labor , materials , etc. on a per project basis.

P.O. Box 26048 Baltimore, MD 21224

Phone: 410-285-7350 Fax: 410-285-7796

Attachment 2 - Sample Project Worksheet
Revision 1.1

Vendor Name: _____ JNA Painting Contracting Company INC

Attachment 2: Sample Project Worksheet - Austin Convention Center Service Yard Painting Project

Item 1 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Power Wash Fence	2	27	250	27	500	13500	SF	32.0	PAINTER	\$ 33.75	\$ 1,080.00
b) Power Wash Louver Panels	2	27	250	27	500	13500	SF	32.0	PAINTER	\$ 33.75	\$ 1,080.00
Item 2 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Fence	2	27	250	27	500	13500	SF	42.0	PAINTER	\$ 33.75	\$ 1,417.50
b) Paint Fence	2	27	250	27	500	13500	SF	84.0	PAINTER	\$ 33.75	\$ 2,835.00
Item 3 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Steel Post	7	27	-	189	x	189	LF	10.0	PAINTER	\$ 33.75	\$ 337.50
b) Paint Steel Post	7	27	-	189	x	189	LF	20.0	PAINTER	\$ 33.75	\$ 675.00
Item 4 - Description (4 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
Louver Panel	12	16.00	27.00	16.00	324.00	5184	SF	52.0	PAINTER	\$ 33.75	\$ 1,755.00
Top Grill	12	3.50	27.00	3.50	324.00	1134	SF	10.0	PAINTER	\$ 33.75	\$ 337.50
South Section Louver Panel	2	16.00	18.00	16.00	36.00	576	SF	5.0	PAINTER	\$ 33.75	\$ 168.75
South Section Top Grill Panel	2	3.50	18.00	3.50	36.00	126	SF	3.0	PAINTER	\$ 33.75	\$ 101.25
North Section Louver Panel	2	16.00	10.50	16.00	21.00	336	SF	5.0	PAINTER	\$ 33.75	\$ 168.75
North Section Top Grill	2	3.50	10.50	3.50	21.00	74	SF	2.0	PAINTER	\$ 33.75	\$ 67.50
Gated Section Top Grills	4	3.50	40.00	3.50	160.00	560	SF	4.0	PAINTER	\$ 33.75	\$ 135.00

Attachment 2 - Sample Project Worksheet
Revision 1.1

Vendor Name: _____ JNA Painting Contracting Company INC

Attachment 2: Sample Project Worksheet - Austin Convention Center Service Yard Painting Project

Item 5 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Gates	4	10	40	10	160	1600	SF	10.0	PAINTER	\$ 33.75	\$ 337.50
b) Paint Gates	4	10	40	10	160	1600	SF	20.0	PAINTER	\$ 33.75	\$ 675.00
Item 6 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Gate Supports	4	25	x	100	x	100	LF	3.0	PAINTER	\$ 33.75	\$ 101.25
b) Paint Gate Supports	4	25	x	100	x	100	LF	6.0	PAINTER	\$ 33.75	\$ 202.50
Item 7 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime I-Beams	2	x	160	x	160	320	LF	16.0	PAINTER	\$ 33.75	\$ 540.00
b) Paint I-Beams	2	x	160	xx	160	320	LF	32.0	PAINTER	\$ 33.75	\$ 1,080.00

Total \$ 13,095.00

PLEASE NOTE ALL SQ FOOT IS BASED ON 2 SIDES. IT WAS NECESSARY TO DOUBLE THE QTY TO DOUBLE DUE TO THE 2 SIDES

ATTACHMENT 4
EXHIBIT B

EXHIBIT B

Request for Proposal Number: RFP 7500 KDS3001

Painting Services

Name of Company: JNA Painting & Contracting Company, INC

Be advised that exceptions to any portion of this Solicitation may jeopardize acceptance of the Proposal. The Proposer must clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

[illegible]

Exhibit B

JNA Painting & Contracting Company, INC

Commercial and Industrial Contractors

SECTION 2

PRICING

P.O. Box 26048 Baltimore, MD 21224
Phone: 410-285-7350 Fax: 410-285-7796

ATTACHMENT 3 - PRICE SHEET
 Exhibit B
 CITY OF AUSTIN
 PAINTING SERVICES
 RFP 7500 KDS3001
 Revision 1.1

Company Name: _____JNA Painting & Contracting Company, INC.____

Special Instructions: Offerors must use this Price Sheet to submit pricing. Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of your Offer.

The quantities listed are annual estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as-needed and specified by the City for each order.

The City intends to make multiple awards to establish a qualified list of Contractors based on the offeror's ability to meet the scope of work requirements, qualifications, experience and cost.

HOURLY LABOR RATE

The rates listed below shall include all charges for labor, administrative, overhead, per diem, and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the rates provided and shall not be paid separately.

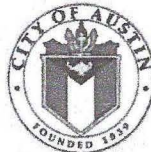
A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the proposer does not wish to bid on that item.

Job Classifications that are subject to Prevailing Wage shall, at a minimum, be priced at the Total Minimum Wage Rate Required for that Classification. Rates which do not meet the Total Minimum Wage Rate for that Classification shall result in a non-responsive offer.

ITEM NO.	LABOR RATE	ESTIMATED ANNUAL HOURS	HOURLY LABOR RATE	EXTENDED PRICE
1.1	Lead Painter/Supervisor: for painting and general services during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	10,875	\$ 33.75	\$ 367,031.25
1.2	Lead Painter/Supervisor: for painting and general services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	1,990	\$ 33.75	\$ 67,162.50
1.3	Painter: (priming, painting) for painting services during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	21,750	\$ 33.75	\$ 734,062.50
1.4	Painter: (priming, painting) for services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	2,040	\$ 33.75	\$ 68,850.00
1.5	Drywall/Taping: (texturing) for services during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	5,240	\$ 28.86	\$ 151,226.40
1.6	Drywall/Taping: (texturing) for services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	290	\$ 28.86	\$ 8,369.40
1.7	Laborer, Common or General: (for general services - example: pressure washing, cleaning, removing debris, load and unload building materials, take apart bracing, scaffolding) during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	5,240	\$ 18.00	\$ 94,320.00

ATTACHMENT 3 - PRICE SHEET
Exhibit B
CITY OF AUSTIN
PAINTING SERVICES
RFP 7500 KDS3001
Revision 1.1

1.8	Laborer, Common or General: (for general services - example: pressure washing, cleaning, removing debris, load and unload building materials, take apart bracing, scaffolding) for services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	290	\$ 18.00	\$ 5,220.00
TOTAL				\$ 1,496,242.05



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 1

Date of Addendum: 7/3/2018

This addendum for the above referenced solicitation for a Group Pre-Paid Legal Plan is to incorporate the following changes and answer the following question:

I. Clarifications:

1. The Solicitation Documents will be reposted to the City's Vendor Connection website located at Austin Finance Online https://www.austintexas.gov/financeonline/account_services/account/login.cfm to make the following changes to Section 0400 Supplemental Purchase Provisions, Item 8. Retainage:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

Revision 1.1

stipulated to be 20% of the project quote not-to-exceed amount. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of 20% of the project quote not-to-exceed amount.

8. **RETAINAGE:** The City ~~will~~ may withhold twenty percent (20%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

II. Questions:

1. Does the solicitation require a bid or performance bond?

Answer: No. However, the solicitation does contain a Liquidated Damages clause in Section 0400 Supplemental Purchase Provisions and a requirement in Section 0500 Scope of Work 4.8.6 regarding performance and acceptance of services.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

7/3/2018
Date

ACKNOWLEDGED BY:

Nick Anastasiis
Name

[Signature]
Authorized Signature

8-17-18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 2

Date of Addendum: 7/3/2018

This addendum for the above referenced solicitation for **Painting Services** is to make the following correction to the solicitation name in Addendum 1:

I. Clarifications:

Solicitation: RFP 7500 KDS3001

Addendum No: 1

Date of Addendum: 7/3/2018

This addendum for the above referenced solicitation for a ~~Group Pre-Paid Legal Plan~~ **Painting Services** is to incorporate the following changes and answer the following question:

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

7/3/2018
Date

NICK ANASTASIS

Nick Anastasis

8/17/18



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 3

Date of Addendum: 7/12/2018

This addendum for the above referenced solicitation for **Painting Services** is to extend the solicitation due date.

Due Date:

August 2, 2018, 2:00 PM CST

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

7/12/2018
Date

ACKNOWLEDGED BY:

Nick Anastas
Name

[Signature]
Authorized Signature

8-17-18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 4

Date of Addendum: 7/31/2018

This addendum for the above referenced solicitation for **Painting Services** is to extend the solicitation due date.

Due Date:

August 16, 2018, 2:00 PM CST

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

7/31/2018
Date

ACKNOWLEDGED BY:

Nick ANASTASU
Name

[Signature]
Authorized Signature

8-17-18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001**Addendum No: 5****Date of Addendum: 8/7/2018**

This addendum for the above referenced solicitation for a Painting Services is to incorporate the following changes and answer the following questions for the solicitation:

I. Solicitation Revisions:

1. Section 0500, Scope of Work, has been revised in Revision 1.1 and the solicitation shall be reposted. Details on all changes are attached to this Addendum.
2. Section 0600, Proposal Instructions and Evaluation Criteria has been revised in Revision 1.1 and shall be reposted. Details on all changes are attached to this Addendum.
3. Attachment 2 - Sample Project Worksheet has been revised to add two columns, Column J – Job Classification and Column K – Labor Rate.

II. Questions:

1. On Attachment 1, Sample Project Sheet 1 of 9; item (1) bullet (b.) requires to power-wash both sides of louver panels. Are these the same panels described on item (4) Prime and paint louver panels?

Answer: Yes.

2. On Attachment 1, Sample Project Sheet 6 and 7 of 9, the photographs are the same. Should the duplicate be disregarded? Is there a photograph that is missing?

Answer: The second photo is a duplicate and should be disregarded. There is not a photo that is missing.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____


Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

Date _____

ACKNOWLEDGED BY: _____

NICK ANASTASIS

Name


Authorized Signature

Date

8-17-18

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 6

Date of Addendum: 8/9/2018

This addendum for the above referenced solicitation for a Painting Services is to incorporate the following changes and answer the following questions for the solicitation:

I. Clarification:

1. Addendum 5 was not signed by the City. The signed Addendum 5 is attached to Addendum 6.

II. Solicitation Revisions:

1. Section 0500, Scope of Work, has been revised in Revision 1.2 and the solicitation shall be reposted. Details on all changes are attached to this Addendum.
2. Section 0600, Proposal Instructions and Evaluation Criteria has been revised in Revision 1.2 and shall be reposted. Details on all changes are attached to this Addendum.

III. Questions:

1. When a project is quoted for fixed price, are estimated hours to be verified with time sheets or is it a fixed price quote whether or not the estimated hours are higher or lower?

Answer: No, time sheets are not required to be submitted with invoices. The quoted fixed-price shall be the invoiced price, regardless if the actual hours needed to complete the job are more, or less, than what you originally quoted. The Contractor shall only invoice for the agreed upon, quoted fixed-price.

2. Is the sample job being awarded now or is it only an example?

Answer: The Sample Project is based upon work that has been done in the past and is anticipated again in the future. The Sample Project will not be awarded based upon Contractor's responses to the RFP solicitation. If services are requested for the Sample Project during the Contract term, the City will invite the Contractors to submit a fixed-price quote based upon a site-visit as outlined in the Scope of Work 4.3.1. The fixed-price quote shall not exceed that proposed for this Sample Project unless an error or omission in the Sample Project is discovered by the Contractors during the site visit and is verified and approved by the City in writing.

3. How many Contractors is the City looking to qualify?

The City does not have a pre-determined number of Contractors to award a Contract but does intend to make multiple awards.

4. Do measurements need to be field-measured for the Sample Project or based on the information provided in the solicitation? The Sample Project Worksheet has a line for LF and SF.

Contractors shall complete the Sample Project from the written instructions and images provided for the purposes of the solicitation. The Sample Project Worksheet allows for either LF or SF, depending upon the item to be painted since some items have provide both length/width and height measurements and some measurements are only in length/width.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

8/9/2018
Date

ACKNOWLEDGED BY:

Nick Anastasi
Name

[Signature]
Authorized Signature

8/17/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 7

Date of Addendum: 8/14/2018

This addendum for the above referenced solicitation for a Painting Services is to incorporate the following changes:

I. Solicitation Revisions:

1. Attachment 3, Price Sheet, has been revised in Revision 1.1 to remove Category 2 and has been reposted to Austin Finance Online: https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm
2. Section 0500, Scope of Work, items 4.3.1.3, 4.3.1.3.4 and 4.3.1.3.5 have been revised to remove the requirement to include the percent mark-up for materials and rental equipment in fixed-price quotes. Section 0500, Scope of Work Revision 1.3 is attached to this Addendum to reflect these changes. The entire solicitation package will be re-posted.

II. Due Date Extension:

The **Due Date** for the solicitation for Painting Services is hereby extended to **Tuesday, August 21, 2:00 PM.**

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

8/14/2018
Date

ACKNOWLEDGED BY:

Nick Anastasis
Name

[Signature]
Authorized Signature

8/17/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION

**Contract Between the City of Austin (“City”)
and
Southstone Development Group, LLC (“Contractor”)
for
Painting Services
MA 7500 NA190000037**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Southstone Development Group, LLC having offices at 1914 E. 6th St., #6339, and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 7500 KDS3001.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 Exhibit A - The City’s Solicitation, Request for Proposals, RFP 7500 KDS3001 including all documents incorporated by reference
- 1.1.3 Exhibit B – Southstone Development Group, LLC, Offer, dated August 16, 2018, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 Exhibit A - The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 Exhibit B - The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional twelve (12)-month periods at the City’s sole option.

- 1.3.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- 1.3.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$6,000,000.00 divided among the contractors for the initial Contract term and an estimated \$2,000,000.00

divided among the contractors for each extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

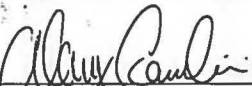
In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**SOUTHSTONE DEVELOPMENT
GROUP, LLC**

CITY OF AUSTIN

Alexander Canalini

Printed Name of Authorized Person



Signature

CEO


Title:

11/29/18

Date:

Cyrenthia Ellis

Printed Name of Authorized Person



Signature

Procurement Manager

Title:

12/3/18

Date:

LIST OF EXHIBITS

Exhibit A – Request for Proposals RFP 7500 KDS3001 Painting Services

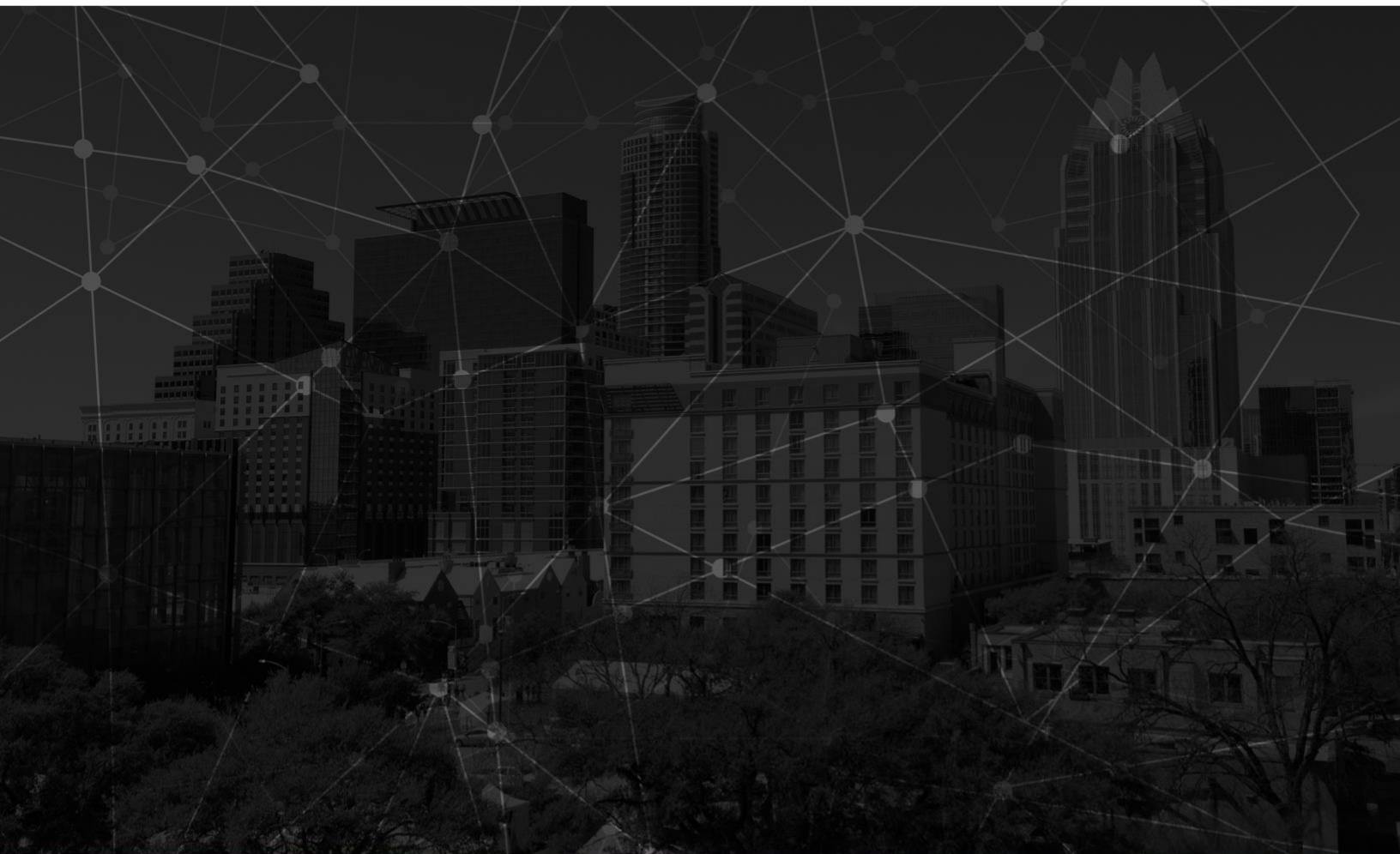
Exhibit B – Southstone Development Group, LLC, Offer, dated August 16, 2018

RFP 7500 KDS3001 Painting Services

City of Austin, Purchasing Office



SOUTHSTONE
DEVELOPMENT GROUP



inspire. create. innovate.

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SECTION II

Price Proposal



SECTION I

1. City of Austin Standard Purchasing Office Documents



The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Legal Name: Southstone Development Group, LLC

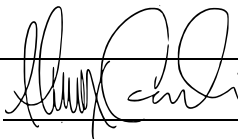
Company Address: 1914 E. 6th St. #6339

City, State, Zip: Austin, TX 78762

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: Alexander Canalini

Title: Chief Executive Officer

Signature of Officer or Authorized Representative: _____

Date: 08/16/18

Email Address: alex@southstonegroup.com

Phone Number: 512.745.6598

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Southstone Development Group, LLC	
Physical Address	1914 E. 6th St. #6339 Austin, TX 78762	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="checked" type="radio"/> Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input checked="checked" type="radio"/> Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="checked" type="radio"/> Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address	N/A	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address	N/A	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address	N/A	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

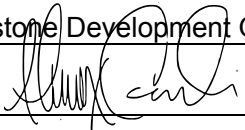
Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 13th day of August, 2018

CONTRACTOR Southstone Development Group, LLC

Authorized
Signature



Title

Chief Executive Officer

Section 0835: Non-Resident Bidder Provisions

Company Name Southstone Development Group, LLC

Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

- A. Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A **Which State:** N/A

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
Southstone Development Group, LLC

Additional Solicitation Instructions.

1. ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
2. Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

3. **Offeror Identity**. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
4. **Certification Status**. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
5. **Confirmation of Certification(s)**. Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmbsearch>. Federal: <https://www.vip.vetbiz.gov/>. The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
6. **Misrepresentation**. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 7500 KDS3001
SOLICITATION TITLE: Painting Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Southstone Development Group, LLC		
City Vendor ID Code	V00000925009		
Physical Address	1914 E 6th St #6339		
City, State Zip	Austin, TX 78762		
Phone Number	512.745.6598	Email Address	alex@southstonegroup.com
Is the Offeror City of Austin M/WBE certified?	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES Indicate one: <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.</p> <div style="display: flex; justify-content: space-between;"><div>Alexander Canalini, CEO</div><div></div><div>08/13/18</div></div>			
Name and Title of Authorized Representative (Print or Type)		Signature/Date	

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 7500 KDS3001

SOLICITATION TITLE: Painting Services

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☐ **I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).**

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ **I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.**

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following **CHECK BOXES MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation **CANNOT** be added or changed after submission of the bid.

☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the **Austin Metropolitan Statistical Area**, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 7500 KDS3001

SOLICITATION TITLE: Painting Services

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 7500 KDS3001

SOLICITATION TITLE: Painting Services

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

2. Authorized Negotiator



Officer authorized to negotiate and execute binding contract terms:

Name: Alexander Canalini

Address: 1914 E. 6th St, Austin TX , 78762

Email: Alex@southstonegroup.com

Phone: 512.745.6598



3. References



Re: Reference List

Agency/Company: **Jamail and Smith Construction, LP**

Contract/Project Title and Number: **COA Windsor Branch Library – 02-1804-01**

Contract Project Start and End Date: **04/12/2018 – 05/30/2018**

Description of work performed (Include project scope and size): **Paint exterior building Approx. 9,300sqft of exterior stucco along with gutters, downspouts, canopies, dumpster enclosure, mechanical enclosure, front sign and (4) exterior door and frames. Change orders were approved for interior shelving and (1) storage room. Exterior elastomeric paint was used and Anti-graffiti coating was used to up to 10' AFF. Airless spray system was used and lift was required to complete this job. We gathered the water runoff for protection.**

Total contract amount / Cost of the project: **\$36,100.00**

Agency/Company contract manager, title, email address and phone number: **Valerie Woods, Project Manager, vwoods@jamailsmith.com, 512.587.9523**

Agency/Company: **Turner Construction Company**

Contract/Project Title and Number: **UT BHD, RHD, PHD Interior Conduits – 02-1808-02**

Contract Project Start and End Date: **08/11/18 – 08/16/18**

Description of work performed (Include project scope and size): **Paint with DTM painting fire alarm and electrical conduits in (3) buildings. Brush and hand airless sprays were used on this job.**

Total contract amount / Cost of the project: **\$30,130.00**

Agency/Company contract manager, title, email address and phone number: **Keenan C. Wilson, Project Manager, kcwilson@tcco.com, 512.571.1918**

Agency/Company: **Jamail and Smith Construction, LP**

Contract/Project Title and Number: **AISD Food Services – 02-1805-02**

Contract Project Start and End Date: **08/13/16 – 09/13/16**

Description of work performed (Include project scope and size): **Tape, Float and Paint approx. 13,000sf of new drywall, level (4) finish, (19) HM Frames, Staining (9) wood doors, Painting 300sf of Handrails, striping parking, curbs and handicap spaces and painting (9) bollards. Rollers and brushes are being used for this active project.**

Total contract amount / Cost of the project: **\$35,700.00**

Agency/Company contract manager, title, email address and phone number: **Valerie Woods, Project Manager, vwoods@jamailsmith.com, 512.587.9523**



Agency/Company: **Brown and Root Industrial Services (KBR)**

Contract/Project Title and Number: **UT McCombs School of Business Dean's Office – 02-1807-07**

Contract Project Start and End Date: **Phase 1 (08-07 – 08-12) Phase 2 (08/29 – 09/05)**

Description of work performed (Include project scope and size): **Demolished walls and demolished (1) HM Doors and Frame, Demolished Ceiling Grid and Tiles, Demolished Base. Painting approx. 6,500sf of walls in entire suite, supplied and installed ceiling grid and tile in closet, supplied and installed 4" thick insulation above ceiling grid, supplied and installed track, studs, drywall, and batt insulation in closet, painting existing wood paneling.**

Total contract amount / Cost of the project: **\$20,502.00**

Agency/Company contract manager, title, email address and phone number: **Mary Salisbury, Project Manager, mary.salisbury@brownandroot.com, 512.848.9398**

Agency/Company: **Centennial Contractors Enterprises, Inc.**

Contract/Project Title and Number: **UT Football Stadium Field Steps and Bleachers**

Contract Project Start and End Date: **08/13 – 08/30**

Description of work performed (Include project scope and size): **To paint concrete walls, handrails, gates and chairs. DTM painting will be used for all metal and elastomeric paint for walls.**

Total contract amount / Cost of the project: **\$13,944.00**

Agency/Company contract manager, title, email address and phone number: **Chris Regan, Senior Project Manager, cregan@cce-inc.com, 512.740.7324**



4. Executive Summary



1. Number of years in business: 3

2. Southstone Development Group, LLC was founded in 2015 by Alexander Canalini, an up and coming entrepreneur who has extensive experience in the Government and Public Sectors. Since its inception, Southstone has been working hard as a cohesive unit to innovate and drive the industry forward with exceptional service, technology savvy operations, and sustainable practices.

Alexander is a hands-on leader who pushes the standard high in client care, service, and quality. Southstone will always go the extra mile to deliver an exceptional product without ever cutting corners.

After 15 years in the federal sector, including such clients as The Pentagon, National Institute of Health, National Naval Medical Centre, National Security Agency, and the FBI, as well as working alongside the army core of engineers, Alexander is well versed in what it takes to meet the administrative, reporting and high-level coordination that these kinds of partnerships demand. As the VP of business development with KIC, an 8A Alaskan Native Corporation, Alexander has led exciting projects such as the now unclassified work of replacing poppy seeds in Afghanistan with penny crest crops.

As a Minority business enterprise, disadvantaged business enterprise, small business enterprise, and HUB certified company, Southstone has enjoyed delivering quality services on time and on budget to a roster of clients including the City of Austin, Austin Energy, Travis County, The University of Texas, AISD, EISD, and Pedernales Electrical Co-op. Southstone is made up of environmentalists running a construction company. We emphasize recycling, composting, and low waste practices. We are currently at 87% paperless, with the hopes of being 100% paperless within the next 6 months. We achieve this by using high-tech cloud-based software for all of our business dealings and meetings, enabling us to work remotely from our computers, tablets, phones, at any location.

3. How we will exceed the performance of other vendors in relation to the scope of work (especially in relation to project administration, invoicing, payroll reporting and customer service) ||

Southstone spends time understanding the needs of each client because each client is unique in the way that they handle their general business and invoicing. We work quickly to get to know the processes so that we can tailor the billing process to make it as smooth and easy as possible for our clients.

4. Southstone will have a team specially dedicated to the needs of the City of Austin project, enabling us to continue giving the same high-level of care and attention to our existing clients that they have come to know as the Southstone standard.



5. Personnel and Project Management Structure



Alexander Canalini - CEO

Anne-Marie Doucet – reports to Alexander

Issac Prado – Reports to Alexander and Anne-Marie

Marcos Rodriguez – Reports to Alexander and Issac

Alexander Canalini oversees all aspects of the business and will be estimating and managing projects. Alex is a great multi-tasker and enjoys wearing different hats within Southstone. Alexander provides solutions to the most difficult scenarios and is exceptionally driven by his passion to provide impeccable service and value to every aspect of a given project. In addition to managing projects, Alexander also enjoys helping out in the field whenever possible. The safety inspections will be made by Alexander, and he will be the main point of contact with the city contract manager.

Anne-Marie will be overseeing operations and providing administrative support.

Issac Prado will be estimating and managing projects.

Marcos Rodriguez will be supervising the project.

The following are the description of SPOC's and most recent work completed:

Alexander Canalini, CEO / Project Manager / Safety Officer / SPOC is 30-hour OSHA Certified and has over (15) years of construction management experience, in the private, medical, public, state and federal sectors. Alexander founded Southstone on 12/21/2011 and started doing business as this company in 2015. He is involved in and oversees all aspects of the company, from operations, project management, HR, marketing, and accounting, to pioneering in bringing biophilic and ecosystem regenerative practices to the modern-day construction industry. Alexander is personally involved in all projects that are successfully performed by Southstone Development Group, LLC.

Anne-Marie Doucet, Operations / Administration has been organizing and providing administrative support to office teams for over 10 years. Anne-Marie has a passion for environmental conservation, organization, and service. She strongly believes in the core values of Southstone, which is to provide exceptional service to all clients at every step of a project. Anne-Marie enjoys working with Alexander to achieve this high standard of client care.

Issac Prado, Project Management / QC / Sustainability is 30-hour OSHA Certified has over (4) years of project management experience and has a bachelor's degree from Texas A&M for Environmental Engineering. Issac has implemented best practice management systems while in Asia, focusing on a sustainable and environmentally friendly approach on his projects. He has worked in the public water and wastewater sector in Texas as well as local governments in Vietnam and China. Issac oversees project management and marketing as he assists and supports the vision of Southstone.



Marcos Rodriguez, Field Management / Superintendent has over (13) years of experience in the painting industry. As a helper himself, he started working his way up from cleaning jobsites, to finishing, to being able to run multiple crews at once. One of the reasons we are very successful in our Painting Department is because of Marcos's clean and hard work. He trains and develops finishers and painters and keeps a good synergy with our field crews.

Israel Marcos Rodriguez, Foreman / Master Painter is a part of the Rodriguez family and has been painting and finishing for 12 years. He has spent extensive time working with the team and has a great synergy with his family.





Brown & Root

Forged from the past. Engineered for the future.

6448 US 290 E.
Suite D11
Austin, TX. 78723

July 26, 2018

Attn: City of Austin

Very few contractors ever come across your path that have sincere dedication, honesty and promote the true belief in team work in construction. I feel fortunate to have found such a contractor that goes beyond expectations, works as a true work partner and maintains such a positive attitude that it is impossible to think of ever using anyone else for the talented work he has performed for me.

Southstone Development Group, LLC has become my “go to” contractor for painting, drywall work, tape, float, texture, demolition, professional cleaning services and just being so positive in what they can do to help me out if I need a little more than their scope states.

We are approaching 9 projects together and there are many more waiting in the wings to be ready for us to do, I cannot ever think of replacing their help, service, integrity and willingness to please, by any other contractor. I have worked with many contractors over my years of construction involvement and especially in JOC contracting work and feel honored to know and work with them.

I would recommend Southstone Development Group, LLC for their services any time, and if you have any questions, please feel free to contact me.

Sincerely,

Mary Salisbury

Mary Salisbury
Project Manager
UT JOC Project Lead



8868 Research Blvd., Suite 405
Austin, TX 78754
p: 512.288.1200
f: 512.371.7949
www.jamailsmith.com

July 30, 2018

Dear City of Austin,

I am very happy to recommend the services of Southstone Development Group, LLC.

I have worked with Southstone on numerous projects and I have always been very happy with their performance. Alex and the team are always willing to go the extra mile and we really enjoy working with them.

Southstone does an excellent job, are always punctual, and their superintendent Marcos Rodriguez is very detailed and knowledgeable.

I'm very confident recommending the services of Southstone Development Group, LLC. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Valerie Woods".

Valerie Woods
Regional Manager
Jamail & Smith Construction
512-587-9523
vwoods@jamailsmith.com



July 30, 2018

Dear City of Austin,

I am pleased to recommend the services of Southstone Development Group, LLC.

I have been working with Southstone for a number of years. The team is fantastic: they are skilled, detailed, and always do extremely good and timely work. You can tell that everyone at Southstone really cares about the success of each project.

Alex the owner is very communicative, knowledgeable, and helpful, and I enjoy interacting with him.

I'm very happy to recommend the services of Southstone Development Group, LLC. Please contact me if you have any further questions.

Sincerely,

A handwritten signature in black ink that reads 'Frank Reyes'.

Frank Reyes

Superintendent, Jamail & Smith Construction
Email: freyes@jamailsmith.com
Cell: 512.633.2282

6. Technical Program and Proposed Solution



This project is one we are very comfortable handling. We will be prepping, priming and painting fence, louvers, posts and gates. The most important part is proper preparation. We assemble the team based on the work that needs to be performed. Some of our in-house painters are better at finishing, some are better at walls, and some shine with gates, posts and fencing. Once we receive the Purchase Order for this project, we immediately assign the project manager, the superintendent and we set up a meeting to walk the job one last time, if needed. We assess the type of equipment needed, the logistics related to parking, loading, and access to the space. If sidewalk permits are needed, it will be requested at the time of release. Once we determine the equipment needed (Scaffolding, articulating boom lift, scissor lift) we dispatch to site, once we mobilize. At this time, we set up a centralized meeting location and set down protection, this is the location where most of the tools will be housed. At time of mobilization, we will review with our crew the weekly safety tool talks. This subject is based on the scope of work being performed, in this case, harness, and fall protection OSHA talks. All the crew members will sign a copy and this copy is saved on our main drive under the project file marked "Weekly Safety Meetings". A copy can be sent out to the client at the clients' request. If this project is to be completed in phases, we will present a schedule based on the phasing requirements. With regards to the painting of the project, we always like to prep the surface that we will be working on, in this case metal/steel it will need to be sanded ready to receive prime. In order to be more efficient with our time, and provide maximum value to client, we ask Sherwin Williams to tint the prime the color being selected by the clients. This will allow us to accomplish work in with less manhours, but we can do traditional (3) phase paint, as well. The QA/QC team will be making rounds to make sure quality is maintained to Southstone Standards. The Safety team will be making random site visits to enforce safety at all times. Once we are close to complete, we will approach the city to give a head up of soon to be complete. Once complete, we have a team member of client control that will call to survey the work performed, and with a point system determine the ways in which we can improve communication or client satisfaction, if need be. We provide ultimate customer service, and is a foundation of commitment that we maintain with all of our clients, in this case the great City of Austin.

- i. i. No OSHA citations have ever been issued to Southstone Development Group, LLC
- ii. ii. 0 (zero) No accidents and fewer than 10 employees
- iii. iii. No, we have various different projects with other agencies that keep best performing painters busy all year long. If specialized labor is needed, we will first reach out to non-profit organizations, or local trade schools.
- iv. iv. We guarantee professional painters, we have a location that we test their skills out first, before bringing them to City of Austin projects. We give ask them questions and have them physically perform the work in front of us, on a mock wall and time their performance and inspect their quality. In order to meet deadlines, we must have painters that are fast and efficient and that have good synergy. We have a contact at the Job Corps and we can reach out the ACC construction department to fill quality painter and successfully perform the project, if needed.
- v. v. The CEO of the company, Alexander Canalini has worked on the very first LEED projects in the US. When he used to work in Washington, DC he became very familiar with the USGBC and the LEED requirements and procedures. Further, he has reached out to Treehouse a local company that sells carbon absorbing paint. These types of paint absorb carbon dioxide as it "off gases", proactively purifying and cleaning the air. This is something Southstone believes in commercializing into the industry. This paint technology is now affordable and can lead to great positive exposure to the City of Austin.





PROPOSAL

TO: **Kim Larsen**
City of Austin
RE: RFP 7500 KDS3001

Project: SAMPLE PROJECT Austin Convention
Center Service Yard Painting Project
Date: 8/20/2018

We propose to furnish all materials, equipment, and labor, subject to any exclusions listed below, required to complete the following:

1. Painting Scope of Work \$49,880.00

Description of Services:

Powerwash, prep, prime and paint fence, louvers, posts, panels, grills gates, and I-beams as per RFP Revision 1.2 dated 08/09/2018. Please see below and attached for breakdown as required.

Subtotal:	\$49,880.00
*0% Tax:	\$0.00
TOTAL:	\$49,880.00

Terms and Conditions

Includes: Wage Scale as per contract, All sidewalk permits, All PPE gear, Remove and reinstall (13) fence signs, All clean-up to be discharged to sanitary sewer or collected and properly disposed.

Excludes: Signage, stainless steel panels mounting brackets, concrete supports columns, guard house and shelter.

Contractor: _____ 8/20/2018
Southstone Development Group, LLC Date

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Client: _____
City of Austin Date

ATTACHMENT 3 - PRICE SHEET
CITY OF AUSTIN
PAINTING SERVICES
RFP 7500 KDS3001
Revision 1.1

Company Name: Southstone Development Group, LLC

Special Instructions: Offerors must use this Price Sheet to submit pricing. Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of your Offer.

The quantities listed are annual estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as-needed and specified by the City for each order.

The City intends to make multiple awards to establish a qualified list of Contractors based on the offeror's ability to meet the scope of work requirements, qualifications, experience and cost.

HOURLY LABOR RATE

The rates listed below shall include all charges for labor, administrative, overhead, per diem, and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the rates provided and shall not be paid separately.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the proposer does not wish to bid on that item.

Job Classifications that are subject to Prevailing Wage shall, at a minimum, be priced at the Total Minimum Wage Rate Required for that Classification. Rates which do not meet the Total Minimum Wage Rate for that Classification shall result in a non-responsive offer.

ITEM NO.	LABOR RATE	ESTIMATED ANNUAL HOURS	HOURLY LABOR RATE	EXTENDED PRICE
1.1	Lead Painter/Supervisor: for painting and general services during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	10,875	\$35.15	\$382,256.25
1.2	Lead Painter/Supervisor: for painting and general services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	1,990	\$52.74	\$104,952.60
1.3	Painter: (priming, painting) for painting services during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	21,750	\$31.39	\$682,732.50
1.4	Painter: (priming, painting) for services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	2,040	\$47.09	\$96,063.60
1.5	Drywall/Taping: (texturing) for services during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	5,240	\$26.86	\$140,746.40
1.6	Drywall/Taping: (texturing) for services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	290	\$40.30	\$11,687.00
1.7	Laborer, Common or General: (for general services - example: pressure washing, cleaning, removing debris, load and unload building materials, take apart bracing, scaffolding) during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	5,240	\$18.76	\$98,302.40
1.8	Laborer, Common or General: (for general services - example: pressure washing, cleaning, removing debris, load and unload building materials, take apart bracing, scaffolding) for services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	290	\$28.14	\$8,160.60
TOTAL				\$1,524,901.35

Attachment 2 - Sample Project Worksheet

Revision 1.1

Vendor Name: Southstone Development Group, LLC

Attachment 2: Sample Project Worksheet - Austin Convention Center Service Yard Painting Project

Item 1 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Power Wash Fence	1	27	250	27	250	6,750	SF	128	Gen. Labor	18.76	\$2,500.00
b) Power Wash Louver Panels	1	16	27	16	219	3,504	SF	64	Gen. Labor	18.76	\$1,500.00
Item 2 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Fence	1	27	250	27	250	6,750	SF	217	Painter	31.39	\$7,000.00
b) Paint Fence	1	27	250	27	250	6,750	SF	430	Painter	31.39	\$13,900.00
Item 3 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Steel Post	1	27	N/A	189	N/A	189	LF	64	Painter	31.39	\$2,300.00
b) Paint Steel Post		27	N/A	189	N/A	189	LF	100	Painter	31.39	\$3,300.00
Item 4 - Description (4 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
Louver Panel	6	16	27	96	162	15,552	SF	200	Painter	31.39	6,400.00
Top Grill	6	16	27	21	162	3,402	SF	120	Painter	31.39	\$3,800.00
South Section Louver Panel	1	16	18	16	18	288	SF	32	Painter	31.39	\$1,100.00
South Section Top Grill Panel	1	16	18	16	18	72	SF	16	Painter	31.39	\$520.00
North Section Louver Panel	1	16	18	16	18	176	SF	16	Painter	31.39	\$520.00
North Section Top Grill	1	16	18	16	18	44	SF	16	Painter	31.39	\$520.00
Gated Section Top Grills	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Attachment 2 - Sample Project Worksheet
Revision 1.1

Vendor Name: Southstone Development Group, LLC

Attachment 2: Sample Project Worksheet - Austin Convention Center Service Yard Painting Project

Item 5 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Gates	2	40	10	80	20	1,600	SF	24	Painter	31.39	\$900.00
b) Paint Gates	2	40	10	80	20	1,600	SF	40	Painter	31.39	\$1,350.00
Item 6 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Gate Supports	4	25	N/A	25	N/A	150	SF	16	Painter	31.39	\$520.00
b) Paint Gate Supports	4	25	N/A	25	N/A	150	SF	32	Painter	31.39	\$1,150.00
Item 7 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime I-Beams	1	N/A	N/A	N/A	N/A	160	LF	24	Painter	31.39	\$800.00
b) Paint I-Beams	1	N/A	N/A	N/A	N/A	160	LF	24	Painter	31.39	\$1,800.00

Total \$49,880.00

Attachment 2 - Sample Project Worksheet
Revision 1.1

Vendor Name: _____

Attachment 2: Sample Project Worksheet - Austin Convention Center Service Yard Painting Project

Item 1 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Power Wash Fence	1	27	250	27	250	6,750	SF	128	GEN LABOR	18.76	2,500
b) Power Wash Louver Panels	1	16	27	16	219	3,504	SF	64	GEN LABOR	18.76	1,500
Item 2 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Fence	1	27	250	27	250	6,750	SF	217	PAINTER	31.39	7,000
b) Paint Fence	1	27	250	27	250	6,750	SF	430	PAINTER	31.39	13,900.00
Item 3 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Steel Post	1	27	N/A	189	N/A	189	LF	64	PAINTER	31.39	2,300
b) Paint Steel Post	1	27	N/A	189	N/A	189	LF	100	PAINTER	31.39	3,300
Item 4 - Description (4 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
Louver Panel	6	16	27	96	162	15,552	SF	200	PAINTER	31.39	6,400
Top Grill	6	3'6"	27	21	162	3,402	SF	120	PAINTER	31.39	3,800
South Section Louver Panel	1	16	18	16	18	288	SF	32	PAINTER	31.39	1,100
South Section Top Grill Panel	1	3'6"	18	3'6"	18	72	SF	16	PAINTER	31.39	520
North Section Louver Panel	1	16	10'6"	16	10'6"	176	SF	16	PAINTER	31.39	520
North Section Top Grill	1	3'6"	10'6"	3'6"	10'6"	44	SF	16	PAINTER	31.39	520
Gated Section Top Grills	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Attachment 2 - Sample Project Worksheet
Revision 1.1

Vendor Name: SOUTHWEST DEVELOPMENT GROUP LLC

Attachment 2: Sample Project Worksheet - Austin Convention Center Service Yard Painting Project

Item 5 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Gates	2	40	10	80	20	1,600	SF	24	PAINTER	31.39	900
b) Paint Gates	2	40	10	80	20	1,600	SF	40	PAINTER	31.39	1,350
Item 6 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Gate Supports	4	25	N/A	25	N/A	150	SF	16	PAINTER	31.39	520
b) Paint Gate Supports	4	25	N/A	25	N/A	150	SF	32	PAINTER	31.39	1,150
Item 7 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Proposed Labor Hours	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime I-Beams	1	N/A	N/A	N/A	N/A	160	LF	24	PAINTER	31.39	800
b) Paint I-Beams	1	N/A	N/A	N/A	N/A	160	LF	24	PAINTER	31.39	1,800

Total \$ 49,880.00

Quality Control / Assurance Plan.

- Southstone receives a call that COA would like us to do a job.
- Schedule a time to walk the job with COA, Southstone Project Manager, and Southstone's Superintendent.
- Walk the job to get:
 - The scope of work that COA wants done
 - Take before pictures of existing conditions of the area of work to be done in.
 - Take measurements.
 - Make a supply list accordingly to the job at hand of all supplies and materials needed.
 - Discuss when work is to be performed, started and finished and in what time frame.
- Southstone Project Manager will create a proposal with the scope of work and email the proposal to COA to verify everything we talked about is on the proposal and correct. Get it signed and returned by COA.
 - (Discuss with the Southstone Superintendent the supply list and how many people Southstone will need to complete the job)

(In house workers)

- Southstone Superintendent will purchase all supplies need for said job
- Southstone Superintendent will relay scope of work and time frame the work is to be completed in to any Southstone workers needed for the job.
 - Southstone Project Manager will show up with the Southstone Superintendent the day the job starts to check over everything again to ensure our Southstone Superintendent has all supplies needed and are clear on the scope of work to be completed and in the time frame it is needing to be completed in.
 - Southstone Project Manager will leave the Southstone Superintendent in charge to start getting the work done.
 - The Southstone Superintendent will be sending the Southstone Project Manager pictures and videos of the progress of different work stages while being completed
 - The Southstone Superintendent will send the Southstone Project Manager the hours each day for each person working the job including himself. The Southstone Project Manager will know when they arrive, when they take lunch and when the leave for the day.
 - Southstone Project Manager will also show up if it is a multiple day job in the middle of it at a random time to verify that we are doing what we have been hired to do and that it is on schedule.
 - If multiple day job the Southstone Project Manager will also show up the last work day to ensure it gets completed on time by end of day and that there are no mistakes or setbacks that need to be completed or fixed before work is finished as well as take completion pictures of the job for any future reference needed.
 - If it is a one-day job the Southstone Project Manager will verify through pictures that everything is complete and done right.
 - The Southstone Superintendent will make sure any and all trash is hauled from the job and give it a once over to verify that everything looks clean and pretty and new.
- Once the job is complete the Southstone Project Manager will call COA and schedule a walk through to make sure they are satisfied with the project.
- Once COA approves project completion and punch-list is complete the Southstone Accountant will then email an invoice for the work completed.



7. Attachment 4

Exceptions to the Solicitation



ATTACHMENT 4
EXCEPTIONS TO THE SOLICITATION
Request for Proposal Number: RFP 7500 KDS3001
Painting Services

Name of Company: Southstone Development Group, LLC

Be advised that exceptions to any portion of this Solicitation may jeopardize acceptance of the Proposal. The Proposer must clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

Section	Proposed Alternative
N/A	No exemptions to this contract (RFP 7500 KDS3001)



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 1

Date of Addendum: 7/3/2018

This addendum for the above referenced solicitation for a Group Pre-Paid Legal Plan is to incorporate the following changes and answer the following question:

I. Clarifications:

1. The Solicitation Documents will be reposted to the City's Vendor Connection website located at Austin Finance Online https://www.austintexas.gov/financeonline/account_services/account/login.cfm to make the following changes to Section 0400 Supplemental Purchase Provisions, Item 8. Retainage:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
Revision 1.1.**

stipulated to be 20% of the project quote not-to-exceed amount. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of 20% of the project quote not-to-exceed amount.

8. **RETAINAGE:** The City ~~will~~may withhold twenty percent (20%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

II. Questions:

1. Does the solicitation require a bid or performance bond?

Answer: No. However, the solicitation does contain a Liquidated Damages clause in Section 0400 Supplemental Purchase Provisions and a requirement in Section 0500 Scope of Work 4.8.6 regarding performance and acceptance of services.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

7/3/2018
Date

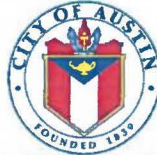
ACKNOWLEDGED BY:

Name

Ally Canali
Authorized Signature

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001 Addendum No: 2 Date of Addendum: 7/3/2018

This addendum for the above referenced solicitation for **Painting Services** is to make the following correction to the solicitation name in Addendum 1:

I. Clarifications:

Solicitation: RFP 7500 KDS3001 Addendum No: 1 Date of Addendum: 7/3/2018

This addendum for the above referenced solicitation for a ~~Group Pre-Paid Legal Plan~~ **Painting Services** is to incorporate the following changes and answer the following question:

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

7/3/2018
Date



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 3

Date of Addendum: 7/12/2018

This addendum for the above referenced solicitation for **Painting Services** is to extend the solicitation due date.

Due Date:

August 2, 2018, 2:00 PM CST

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

Alexander Canaliini

7/12/2018
Date

ACKNOWLEDGED BY:

Name

Alexander Canaliini
Authorized Signature

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION

07/12/2018



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 4

Date of Addendum: 7/31/2018

This addendum for the above referenced solicitation for **Painting Services** is to extend the solicitation due date.

Due Date:

August 16, 2018, 2:00 PM CST

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

APPROVED BY:

Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

Alexander Canali

7/31/2018
Date

ACKNOWLEDGED BY:

Name

Authorized Signature

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION

Alexander Canali

08/21/2018



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 5

Date of Addendum: 8/7/2018

This addendum for the above referenced solicitation for a Painting Services is to incorporate the following changes and answer the following questions for the solicitation:

I. Solicitation Revisions:

1. Section 0500, Scope of Work, has been revised in Revision 1.1 and the solicitation shall be reposted. Details on all changes are attached to this Addendum.
2. Section 0600, Proposal Instructions and Evaluation Criteria has been revised in Revision 1.1 and shall be reposted. Details on all changes are attached to this Addendum.
3. Attachment 2 - Sample Project Worksheet has been revised to add two columns, Column J – Job Classification and Column K – Labor Rate.

II. Questions:

1. On Attachment 1, Sample Project Sheet 1 of 9; item (1) bullet (b.) requires to power-wash both sides of louver panels. Are these the same panels described on item (4) Prime and paint louver panels?

Answer: Yes.

2. On Attachment 1, Sample Project Sheet 6 and 7 of 9, the photographs are the same. Should the duplicate be disregarded? Is there a photograph that is missing?

Answer: The second photo is a duplicate and should be disregarded. There is not a photo that is missing.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

Date

ACKNOWLEDGED BY:

Alexander Canalini
Name

A handwritten signature in black ink, appearing to read "Alexander Canalini".
Authorized Signature

08/21/2018
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 6

Date of Addendum: 8/9/2018

This addendum for the above referenced solicitation for a Painting Services is to incorporate the following changes and answer the following questions for the solicitation:

I. Clarification:

1. Addendum 5 was not signed by the City. The signed Addendum 5 is attached to Addendum 6.

II. Solicitation Revisions:

1. Section 0500, Scope of Work, has been revised in Revision 1.2 and the solicitation shall be reposted. Details on all changes are attached to this Addendum.
2. Section 0600, Proposal Instructions and Evaluation Criteria has been revised in Revision 1.2 and shall be reposted. Details on all changes are attached to this Addendum.

III. Questions:

1. When a project is quoted for fixed price, are estimated hours to be verified with time sheets or is it a fixed price quote whether or not the estimated hours are higher or lower?

Answer: No, time sheets are not required to be submitted with invoices. The quoted fixed-price shall be the invoiced price, regardless if the actual hours needed to complete the job are more, or less, than what you originally quoted. The Contractor shall only invoice for the agreed upon, quoted fixed-price.

2. Is the sample job being awarded now or is it only an example?

Answer: The Sample Project is based upon work that has been done in the past and is anticipated again in the future. The Sample Project will not be awarded based upon Contractor's responses to the RFP solicitation. If services are requested for the Sample Project during the Contract term, the City will invite the Contractors to submit a fixed-price quote based upon a site-visit as outlined in the Scope of Work 4.3.1. The fixed-price quote shall not exceed that proposed for this Sample Project unless an error or omission in the Sample Project is discovered by the Contractors during the site visit and is verified and approved by the City in writing.

3. How many Contractors is the City looking to qualify?

The City does not have a pre-determined number of Contractors to award a Contract but does intend to make multiple awards.

4. Do measurements need to be field-measured for the Sample Project or based on the information provided in the solicitation? The Sample Project Worksheet has a line for LF and SF.

Contractors shall complete the Sample Project from the written instructions and images provided for the purposes of the solicitation. The Sample Project Worksheet allows for either LF or SF, depending upon the item to be painted since some items have provide both length/width and height measurements and some measurements are only in length/width.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

8/9/2018
Date

ACKNOWLEDGED BY:

Name Authorized Signature Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION

Alexander Canaliini

Alexander Canaliini

08/21/2018



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 7

Date of Addendum: 8/14/2018

This addendum for the above referenced solicitation for a Painting Services is to incorporate the following changes:

I. Solicitation Revisions:

1. Attachment 3, Price Sheet, has been revised in Revision 1.1 to remove Category 2 and has been reposted to Austin Finance Online: https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm
2. Section 0500, Scope of Work, items 4.3.1.3.1, 4.3.1.3.4 and 4.3.1.3.5 have been revised to remove the requirement to include the percent mark-up for materials and rental equipment in fixed-price quotes. Section 0500, Scope of Work Revision 1.3 is attached to this Addendum to reflect these changes. The entire solicitation package will be re-posted.

II. Due Date Extension:

The **Due Date** for the solicitation for Painting Services is hereby extended to **Tuesday, August 21, 2:00 PM.**

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

8/14/2018
Date

ACKNOWLEDGED BY:

Name

Alexander Canali

Authorized Signature

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION

08/21/2018

SECTION II

ATTACHMENT 3 - PRICE SHEET
CITY OF AUSTIN
PAINTING SERVICES
RFP 7500 KDS3001
Revision 1.1

Company Name: Southstone Development Group, LLC

Special Instructions: Offerors must use this Price Sheet to submit pricing. Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of your Offer.

The quantities listed are annual estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as-needed and specified by the City for each order.

The City intends to make multiple awards to establish a qualified list of Contractors based on the offeror's ability to meet the scope of work requirements, qualifications, experience and cost.

HOURLY LABOR RATE

The rates listed below shall include all charges for labor, administrative, overhead, per diem, and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the rates provided and shall not be paid separately.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the proposer does not wish to bid on that item.

Job Classifications that are subject to Prevailing Wage shall, at a minimum, be priced at the Total Minimum Wage Rate Required for that Classification. Rates which do not meet the Total Minimum Wage Rate for that Classification shall result in a non-responsive offer.

ITEM NO.	LABOR RATE	ESTIMATED ANNUAL HOURS	HOURLY LABOR RATE	EXTENDED PRICE
1.1	Lead Painter/Supervisor: for painting and general services during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	10,875	\$35.15	\$382,256.25
1.2	Lead Painter/Supervisor: for painting and general services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	1,990	\$52.74	\$104,952.60
1.3	Painter: (priming, painting) for painting services during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	21,750	\$31.39	\$682,732.50
1.4	Painter: (priming, painting) for services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	2,040	\$47.09	\$96,063.60
1.5	Drywall/Taping: (texturing) for services during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	5,240	\$26.86	\$140,746.40
1.6	Drywall/Taping: (texturing) for services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	290	\$40.30	\$11,687.00
1.7	Laborer, Common or General: (for general services - example: pressure washing, cleaning, removing debris, load and unload building materials, take apart bracing, scaffolding) during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	5,240	\$18.76	\$98,302.40
1.8	Laborer, Common or General: (for general services - example: pressure washing, cleaning, removing debris, load and unload building materials, take apart bracing, scaffolding) for services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	290	\$28.14	\$8,160.60
TOTAL				\$1,524,901.35

**Contract Between the City of Austin (“City”)
and
Trini Construction Builder, LLC (“Contractor”)
for
Painting Services
MA 7500 NA190000037**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Trini Construction Builder, LLC having offices at P.O Box 81431, Austin, Texas, 78708, and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 7500 KDS3001.

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 Exhibit A - The City’s Solicitation, Request for Proposals, RFP 7500 KDS3001 including all documents incorporated by reference

1.1.3 Exhibit B – Trini Construction Builder, LLC, Offer, dated August 20, 2018, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 Exhibit A - The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 Exhibit B - The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional twelve (12)-month periods at the City’s sole option.

1.3.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

1.3.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$6,000,000.00 divided among the contractors for the initial Contract term and an estimated \$2,000,000.00

divided among the contractors for each extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

TRINI CONSTRUCTION BUILDER, LLC

CITY OF AUSTIN

Reginald Woods
Printed Name of Authorized Person

Cyrenthia Ellis
Printed Name of Authorized Person

Reginald Woods
Signature

Cyrenthia Ellis
Signature

OWNER
Title:

Procurement Manager
Title:

11/28/2018
Date:

12/3/18
Date:

LIST OF EXHIBITS

Exhibit A – Request for Proposals RFP 7500 KDS3001 Painting Services

Exhibit B – Trini Construction Builder, LLC, Offer, dated August 20, 2018



CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) OFFER SHEET

SOLICITATION NO: RFP 7500 KDS3001

DATE ISSUED: 6/25/2018

REQUISITION NO.: 18040200403

COMMODITY CODES: 91054, 14545

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**
PRIMARY: Kim Larsen

Procurement Specialist II
Phone: (512) 974-2261

E-Mail: kim.larsen@austintexas.gov
SECONDARY: Shawn Willett, CPPO

Deputy Procurement Officer
Phone: (512) 974-2021

E-Mail: shawn.willett@austintexas.gov
COMMODITY/SERVICE DESCRIPTION:

Painting Services

NON-MANDATORY PRE-PROPOSAL DATE AND TIME:

July 9, 2018 – 9:00 AM

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

CALL IN INFORMATION: 512-974-9300, **CODE:** 968108

PROPOSAL DUE PRIOR TO:

Thursday, July 19, 2018 - 2:00 PM

PROPOSAL OPENING TIME AND DATE:

Thursday, July 19, 2018 - 3:00 PM

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION OPENING ONLINE: For RFP's, only the
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,
please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP 7500 KDS3001	Purchasing Office-Response Enclosed for Solicitation # RFP 7500 KDS3001
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 SIGNED ORIGINAL PAPER RESPONSE AND 1 ELECTRONIC COPY OF YOUR RESPONSE ON A FLASH DRIVE (Include a single scanned file of the original response as well as the Excel workbook for Attachments 1-3)

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8 ✓
0500	SCOPE OF WORK	14 ✓
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4 ✓
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – <i>Complete and return</i>	2 ✓
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION – <i>Complete and return</i>	2 ✓
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – <i>Complete and return</i>	1 ✓
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – <i>Complete and return</i>	1 ✓
00830	WAGE RATES AND PAYROLL REPORTING	4 ✓
00830BC	WATE RATES AND PAYROLL REPORTING – WATE RATE DETERMINATION	5 ✓
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – <i>Complete & return</i>	1 ✓
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – <i>Complete and return if applicable</i>	3 ✓
Attachment 1	PROJECT SAMPLE – Austin Convention Center Service Yard	9 ✓
Attachment 2	PROJECT SAMPLE WORKSHEET – Austin Convention Center Service Yard (Excel document) – <i>Complete and return</i>	26 ✓
Attachment 3	PRICE SHEET - <i>Complete and return</i>	2 ✓
Attachment 4	EXCEPTIONS TO THE SOLICITATION – <i>Complete and return</i>	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Legal Name: Trini Construction Builder LLC
 Company Address: PO Box 81431
 City, State, Zip: AUSTIN, TX 78708
 Federal Tax ID No. _____
 Printed Name of Officer or Authorized Representative: Reginald Woods
 Title: OWNER
 Signature of Officer or Authorized Representative: Reginald Woods
 Date: AUGUST 20, 2018
 Email Address: Info @ Trini-ConstructionBuilder.com
 Phone Number: (512) 282-2262

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
Revision 1.1.**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 2:00 PM, one (1) week prior to the proposal opening date. Submissions may be made via email to kim.larsen@austintexas.gov, or via fax at (512) 974-2388.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will NOT be considered.

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
Revision 1.1.**

- (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

- (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. TERM OF CONTRACT:

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended automatically beyond the initial term for up to two (2) additional twelve (12)-month periods at the City's sole option unless the Contractor is notified in writing no less than ninety (90) days prior to the contract's expiration. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
Revision 1.1.**

6. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.
- B. Provide an itemized invoice that contains, at a minimum, the following:
- B.1 Address of work performed
 - B.2 City of Austin contract number
 - B.3 City of Austin purchase order number
 - B.4 Contractor's unique invoice number and date
 - B.5 Beginning and ending dates of services rendered
 - B.6 Labor hours worked and proof of labor charges
 - B.7 Supplier's invoices for material or equipment rentals and proof of material and equipment charges

Invoices for the applicable department shall be mailed to the below address OR may be emailed if an address is listed below. Please choose one delivery method in order to avoid duplication of invoices (do not mail AND email invoices).

1	Austin Convention Center Attn: Financial Services 500 E. Cesar Chavez St. Austin, TX 78701 Or ACCD.AcctsPayable@austintexas.gov	5	City of Austin – Public Works Attn: Financial Services PO Box 1088 Austin TX 78767 or PWDaccounts payable@austintexas.gov
2	City of Austin Building Services Accounts Payable Email: BSDAPInvoices@austintexas.gov	6	Austin Water Main Building – Waller Creek Attn: Financial Services 625 E. 10 th St. Austin, TX 78767
3	Austin Police Department PO Box 1088 Austin TX 78767	7	Austin Public Library Attn: Financial Services PO Box 2287 Austin, TX 78767
4	City of Austin Parks and Recreation Department Attn: Financial Services 200 S. Lamar Blvd. Austin, TX 78704 Or PARDAccountsPayable@austintexas.gov	8	City of Austin – Aviation 3600 Presidential Blvd. Ste. 411 Austin TX 78719 Or ABIA.invoices@austintexas.gov

- C. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- 7. LIQUIDATED DAMAGES:** Time is of the essence in the performance of the Contract; therefore, the Contractor shall strictly adhere to the Contract project schedule. No changes in the project schedule shall be effective unless in writing executed by both the City and the Contractor. The parties agree that if, due to no fault of the City, delivery of any material or performance of any service is delayed beyond the time specified in the Contract project schedule, the actual damages sustained by the City because of such delay will be

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
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uncertain and difficult to determine, and that the reasonable foreseeable damage incurred by the City is hereby stipulated to be 20% of the project quote not-to-exceed amount. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of 20% of the project quote not-to-exceed amount.

8. **RETAINAGE:** The City may withhold twenty percent (20%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

9. **RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.

10. **PREVAILING WAGE:** Contractor shall comply with the requirements of Section 00830 Prevailing Wage Rates and Payroll Reporting including the wage rates listed in Section 00830BC Wage Rates for Building Construction or Section 00830HH Wage Rates for Heavy and Highway Construction.

11. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

12. **NON-SOLICITATION:**

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100% percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

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- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100% percent of the employee's annual compensation while employed by the Contractor.

13. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the City buildings by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City buildings at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving City buildings and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

14. AUSTIN CONVENTION CENTER DEPARTMENT CONTRACTOR OR SUBCONTRACTOR ACCESS

REQUIREMENTS: Authorized ID and access to those acting as a Contractor or Contractor's Subcontractor who are providing services at Austin Convention Center Department (ACCD) must adhere to the security requirements defined below. Violation of the applicable requirements below may result in the Contractor or its Subcontractor to be removed from ACCD facility or property.

- A. Other than ACCD and in-house contractor employees, and unless other arrangements are made with the Contract Manager, persons conducting business with Austin Convention Center (ACC) are required to enter through the service entrance at the pedestrian gate on Red River St. and check-in at the Security Check-In inside the service yard or with the Security Control Center. Persons arriving at ACC may also enter through the Administrative Offices entrance on Cesar Chavez Street. Persons conducting business with Palmer Events Center (PEC) are required to enter through the garage service entrance and check-in with the PEC Security Control Office or PEC Administrative Offices. Any other means of access entry into the facilities are unauthorized.
- B. Contractors, Contractor's Subcontractors or others who are providing services at ACCD shall be issued Temporary Badge/Access, which may be an ACCD Photo or Non-Photo ID Badge.
- C. All persons not directly escorted by an ACCD employee must clearly display an access/ID device while on ACCD facility premises.

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- D. Use of ACCD access/ID devices to access any part of ACCD facilities for non-business purposes (events, shows, etc.) is prohibited.
- E. Any ACCD employee may check an individual's status or contact Security Control Center whenever observing person(s) in non-public areas of ACCD facilities who are not being directly escorted by an ACCD employee or who are not displaying any required access/ID devices.
- F. Restricted areas of the facility with signs stating "Authorized Personnel Only" are off limits to all persons except those authorized.
- G. Unless authorized by ACCD Management, exterior access into ACCD facilities using keys is prohibited.
- H. Under no circumstances shall any person issued an access/ID device, allow another person entry into any ACCD facility using their access/ID device. This includes "piggy-backing" through access doors or gates. Any person with an ACCD ID badge or access device who allows another person to enter using their access privileges should bring the person directly to the Security Control Center to be checked-in.
- I. Due to security and safety concerns, Contractors and Contractor's Subcontractors conducting business at ACCD, are not allowed to walk through the open service yard vehicle gates to enter or exit the service yards. Entry and exit should be by way of the designated pedestrian gates and walkway using appropriate access/ID devices and check-in procedures.
- J. Pedestrian traffic through ACCD's service yards and exhibit halls is restricted to authorized persons during event/show move-in and move-outs. Children under seventeen (17) are prohibited from ACCD service yards and exhibit halls during move-in and move-outs.
- K. During periods where there is no move-in or move-out traffic in the service yards, only persons with legitimate business needs are allowed into the service yards.
- L. Temporary badge/access devices issued to contractors, subcontractors or temporary workers must be returned to the Security Control Center at the completion of the ACCD work assignment. Non-photo temporary badges must be returned at the end of the employees work shift/assignment. Failure to return temporary badges/access devices at the completion of work assignments may lead to future ACCD facility access restrictions.

15. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the

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Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%			
Database Name: Bureau of Labor Statistics – State and Area Employment, Hours, and Earnings			
Series ID: SMU48000002023830001, Not Seasonally Adjusted			
Industry: Building Finish Contractors			
State: Texas	Area: Statewide	Supersector: Construction	Data Type: All Employees, In Thousands
This Index shall apply to the following items of the Bid Sheet: Category 1, 1.1 – 1.8			

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

16. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

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17. **CONTRACT MANAGER:** The Contract Manager's names will be provided at contract execution and will act as the contact point between the City department and the Contractor during the term of the Contract.

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1. PURPOSE

The City of Austin (City) seeks to establish contracts with a qualified Contractors to provide painting services. This contract is not intended for construction services that require the preparation of drawings or plans by a licensed professional architect or engineer. The painting services performed shall vary depending on the material makeup of the surface areas to be painted. Surfaces that require painting may include, but are not limited to the following:

- Drywall
- Stucco
- Plaster
- Steel
- Wood
- Concrete

Services under this contract shall support over 300 City-owned facilities on an as-needed basis. The contract will be utilized by the Austin Convention Center, Austin Energy, Austin Library, Austin Water, Building Services, and Parks and Recreation Departments. The City reserves the right to add or remove City departments or facilities at the City's discretion. All services shall be rendered at the location specified at the time of order and confirmed with Contractor's receipt of a City Purchase Order (PO).

The City may request the Contractor to provide the paint for some projects, and the City may elect to supply the paint for other projects. The City will inform the Contractor who will provide the paint during the quote approval process based on best value to the City.

Any services that have been omitted from this scope of work which are clearly necessary or in conformance with normal painting services, and surface and/or site preparation, shall be considered a requirement although not directly specified or called for in the scope of work and shall be included in the Contractor's fixed-price quote.

The City intends to make multiple awards to establish a qualified list of Contractors based on the offeror's ability to meet the scope of work requirements, qualifications, experience, sample project and cost.

2. AWARD OF WORK AFTER CONTRACT EXECUTION

The City intends to make multiple contract awards from this solicitation. An invitation will be issued to each Contractor awarded a contract through this solicitation for jobs estimated to be \$2,000.00 or more. Projects that are estimated to be \$2,000.00 or less may be assigned to Contractors on a rotational basis. The amount of work assigned to the Contractor is variable. Individual projects shall be awarded based upon the lowest fixed-price quotation meeting the project scope of work requirements.

3. CONTRACTOR REQUIREMENTS

3.1 Contractor Qualifications

The Contractor shall:

- 3.1.1 Have a minimum of three (3) years of experience in commercial painting services similar in size and scope to the City.
- 3.1.2 Have a Lead Painter/Supervisor who has a minimum of three (3) years of supervisory experience and a minimum of three (3) years of experience in the proper application of paint/primer, caulk, tape/float materials, and textures in commercial facilities. The Contractor shall submit proof of experience in their proposal. During the contract period, proof of personnel experience shall be

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submitted within five (5) business days upon request by the City.

3.2 Hours of Service

The Contractor shall:

- 3.2.1 Perform all non-expedited painting services during regular business hours, which are defined as Monday through Friday from 6:00 a.m. to 5:00 p.m.
 - 3.2.1.1 If the Contractor is unable to provide these services during the designated regular business hours, the Contractor shall obtain written approval from the Contract Manager or designee to perform the services during non-regular business hours. Work performed during non-regular business hours which are covered under this provision, shall be billed at the regular business hour labor rate.
 - 3.2.1.2 If the Contractor wishes to schedule work on weekends, the Contractor shall provide a written notice to the Contract Manager in advance no later than noon (12:00 p.m.) on the Wednesday prior to the proposed weekend the Contractor wishes to work.
- 3.2.2 Perform services during non-regular business hours, which is defined as Monday through Friday from 5:01 p.m. to 5:59 a.m., weekends, and official City holidays, **only if requested by the City**. The Contractor shall not invoice the non-regular business hour rate for services unless requested and approved in writing by the Contract Manager or designee prior to starting the work.
- 3.2.3 Not charge an overtime rate due to lack of available staff for services performed during non-regular business hours that could reasonably be completed during regular business hours. Contractor's lack of available staff to perform services shall not constitute the City paying a higher rate or paying Contractor's personnel for overtime. The City shall not be responsible for paying over time of Contractor's employees.
- 3.2.4 Provide a list of the Contractor's employees who are scheduled to provide the services to the Contract Manager. The Contractor's employees shall have proper identification (photo id, company id, etc.) in their possession to ensure access to the facility in which the Contractor is required to work.

3.3 Single Point of Contact (SPOC)

- 3.3.1 The Contractor shall provide a SPOC to the City's Contract Manager or Designee, who is English-speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this Scope of Work.
- 3.3.2 The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays and have the authority to dispatch Contractor personnel. The Contractor shall provide the office number, email address, and cell phone number for the SPOC.
- 3.3.3 The SPOC shall have full decision-making authority on behalf of the Contractor for all services provided under this Contract.
- 3.3.4 The SPOC shall inspect, monitor, and supervise the Contractor's employees; ensuring adherence to the work schedule, safety requirements, and quality of work.
- 3.3.5 During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

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3.4 On-Site Supervisor

- 3.4.1 The Contractor shall have an English-speaking, qualified working Lead Painter/Supervisor at the work-site at all times while services are being performed. The Supervisor shall be a working supervisor and perform painting services and general labor tasks. The Supervisor shall have the authority to act on behalf of the Contractor and may also serve as the Contractor's SPOC.
- 3.4.2 The Supervisor shall report to the Contract Manager or designee daily when work is being performed on this Contract, or on a schedule that is mutually agreed to between the Contractor and Contract Manager or designee.
- 3.4.3 The Supervisor shall be responsible for all keys assigned to unlock spaces and for security of the worksite.
- 3.4.4 The Supervisor shall be responsible for the conduct and performance of the Contractor's employees.

3.5 Safety Requirements

The Contractor shall:

- 3.5.1 Store, handle, and install all paint materials per manufacturer's specifications.
- 3.5.2 Comply with all provisions of the Occupational Health and Safety Act (OSHA) to protect the life and health of employees and other persons; to prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions. Contractor shall comply with the latest version of the 29 CFR 1910, Occupational Safety and Health Standards. Compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of Contractor, and the City assumes no liability or responsibility for Contractor's compliance or noncompliance with such responsibilities.
- 3.5.3 Comply with all OSHA reporting requirements for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. The Contractor shall provide a verbal report to the City immediately, and no more than one (1) business day, of the occurrence. The Contractor shall cooperate with the City, providing written documentation and any information required for their records.
- 3.5.4 Not require any person to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety.
- 3.5.5 Immediately notify the Contract Manager or designee upon detection of existing or potentially hazardous conditions while performing services under this Contract.
- 3.5.6 Comply with all Federal, State, Local and City regulations and requirements as applicable to their industry which shall include any statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation and recovery. All environmental protection matters or questions shall be coordinated with the Contract Manager or designee.
- 3.5.7 Ensure Contractor's personnel shall wear appropriate personal protection equipment at all times and follow all applicable safety practices in their industry.
- 3.5.8 Block off and mark all work areas with appropriate safety signs and safety barricades/bollards to protect the public from injury, including "Wet Paint" signs.
- 3.5.9 The Contractor is responsible for obtaining all necessary permits to barricade City streets and sidewalks.

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- 3.5.10 Be responsible for the enforcement of all safety requirements for any work performed under the Agreement. If the Contractor fails or refuses to promptly comply with safety requirements, the Contract Manager or designee may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such order shall be made the subject of a claim for extension of time or for excess costs or damages to Contractor.
- 3.5.11 Not use materials that contain asbestos or lead at any City property under this contract.
- 3.5.12 Not use any materials or chemicals that may cause a physical or health hazard without receiving prior approval from the Contract Manager. The Contractor shall provide, upon request, the manufacturer's specifications, a Safety Data Sheet (formerly MSDS), and any required Environmental Protection Agency (EPA) information on usage and handling.
- 3.5.13 Inform the Contract Manager whenever work is expected to be hazardous to City employees, the general public, and/or City operations.
- 3.5.14 Coordinate the timing and transportation of equipment or materials to the work area. If transportation through the interior of a facility is required, the Contractor shall take every precaution to ensure public safety. Under no circumstances shall the Contractor transport equipment or materials through the interior of a facility without prior coordination with the Contract Manager or designee.

3.6 Labor and Personnel

The Contractor shall:

- 3.6.1 Ensure that all Contractor's personnel report to the Security Control Center upon arrival and departure from City premises and sign in or out of the facility. The Contractor shall not allow other individuals to sign them in or out on their behalf. The City reserves the right to verify the signatures and the time signed in and out to verify Contractor's labor hours invoiced. **The City is not responsible for paying Contractor employees whom do not sign in and out with the Security Control Center.**
- 3.6.2 Remain in compliance to the City's Workforce and Security Clearance as described in Section 0400, Supplemental Terms and Conditions while onsite.
- 3.6.3 Ensure the safety of their employees, City employees, and the general public during performance of all services under this contract. The Contractor shall ensure that all crews are fully and properly equipped to perform services promptly and safely.
- 3.6.4 Have comprehensive communication programs in place for employees, which provide training and information related to the safe use of substances identified as health or physical hazards by OSHA. The Contractor shall submit proof of personnel training and experience within five (5) business days upon request by the Contract Manager.
- 3.6.5 Require all personnel assigned to the project to wear necessary safety equipment and company issued identification (shirt, hat, or badge).
- 3.6.6 Immediately remove any Contractor employee(s) or representative of the Contractor from City property or facility, if requested by the City, that is (while providing services on City property or at City facilities) incompetent, disorderly, abusive, or disobedient, has knowingly or repeated violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job. Furthermore, the Contractor shall not assign such employee or representative to a City work

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order/job without the City's prior written consent. Contractor shall at all times maintain good discipline while performing services for the City.

- 3.6.7 Ensure that all personnel are continuously trained to meet the latest technology and industry standards. If a project requires the use of equipment or processes that require specialized training, the Contractor shall submit proof of personnel training and experience within five (5) business days upon request by the Contract Manager.
- 3.6.8 Understand that the Contractor and all Contractor employees performing services under this contract are not constituted as an agent or employee of the City. Accordingly, the Contractor and its employees understand and agree that they shall not be entitled to any of the rights and privileges established for employees of the City such as vacation, sick leave with pay, paid days off, life, accident and health insurance or severance pay upon termination of this contract. It is further expressly agreed and understood that the City will not withhold any sum due or payable by or on behalf of the Contractor as withholding for any law or requirement of any governmental body and that all such payments as may be required by law are the sole responsibility of the Contractor and the individual Contractor employees.

4. CONTRACTOR RESPONSIBILITIES

4.1 General

The Contractor shall:

- 4.1.1 Understand and agree that the scheduling of events at City facilities takes precedence over any scheduled painting services agreed to by the Contractor and Contract Manager or designee. The Contractor shall not hold the City liable, financially or otherwise, if the City needs to reschedule services with the Contractor due to a new event scheduled at a City facility. The Contract Manager or designee will make every reasonable effort to immediately notify the Contractor of changes in the City's schedule of events which may have an impact on scheduled services.
- 4.1.2 Provide all tools and equipment necessary and customarily required by the trade, materials, labor, permits, incidentals, expendable items, personnel protective equipment, transportation, electricity and water (if not available on site) for proper execution and completion of painting services, including scaffolding to reach a minimum working height of twenty (20) feet and pressure washers. The materials and services provided by the Contractor shall comply with all current Federal, State and local laws, City ordinances, rules and regulations.
- 4.1.3 Be responsible for inspecting each site prior to submitting a fixed-price quote for services. No variation in price or conditions shall be permitted based on the claim of ignorance, negligence, or false representation. Submission of a fixed-price quote is evidence that the Contractor has familiarized himself/herself with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of the work to be done, and the equipment, materials, labor, etc. required.
- 4.1.4 Contractor shall schedule site inspections with the Contract Manager or designee.
- 4.1.5 Use materials that are factory-new and free of defects in materials and workmanship.
- 4.1.6 Provide all transportation required to perform the work. Contractor shall park its vehicles in areas designated by the City, if available. In the event the City cannot make parking arrangements for the Contractor, the Contractor shall be responsible for parking fees and fines. All vehicles parked on City property shall be clearly marked with the Contractor's or subcontractor's name on both sides of each vehicle. Magnetic signs are acceptable.

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- 4.1.7 Upon arrival at the job site, the Contractor shall also notify the Contract Manager/Designee of work to begin.
- 4.1.8 Be responsible for any and all damage to City equipment or property as a direct result of Contractor's equipment, employees, or Contractor's subcontractor's actions.
 - 4.1.8.1 If damage occurs, Contractor shall notify the Contract Manager immediately.
 - 4.1.8.2 Surfaces, fixtures, or furnishings damaged by the Contractor's employees shall be replaced or repaired to the satisfaction of the City by the Contractor, and at no cost to the City. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.
 - 4.1.8.3 The set-up area shall be protected to prevent damage to the site grounds. This protection may be, but is not limited to, laying out tarps or other protective materials. The Contractor shall be responsible for any damage to surrounding building walls, landscaping, parking lots, sidewalks, and adjacent properties.
- 4.1.9 Attend monthly or quarterly review meetings as requested by the Contract Manager or designee to review Contract Performance.

4.2 Sustainability

The Contractor shall:

- 4.2.1 Use LOW or NO VOC paint whenever possible. Inform the City of alternative products and practices it can offer that meet the City's sustainable purchasing objectives and that can be used to complete services. The alternative products and practices should consider total cost of ownership during the product's useful life, including operation, supplies, maintenance, and disposal cost and:
 - 4.2.1.1 Conserve natural resources throughout the product life cycle by supporting up-cycling and recycling efforts as well as utilize products with high recycled content
 - 4.2.1.2 Minimize environmental impacts such as water and air pollution during usage
 - 4.2.1.3 Eliminate or reduce toxics that create hazards to workers, citizens, wildlife, and the environment
 - 4.2.1.4 Assist in meeting the City of Austin's goals as stated on the Office of Sustainability performance tracking website: <http://www.austintexas.gov/page/sustainability-performance-tracking>
- 4.2.2 Research the availability of LEED and/or Energy Star related products or products that improve the quality or durability of the completed work that could be used for repairs and identify these products to the Contract Manager. Such products shall be given first priority for use in repair jobs.
 - 4.2.2.1 The Contractor shall not proceed with using the alternative suggestions unless specifically approved by the Contract Manager in writing before the start of the project.
- 4.2.3 Use vehicles and equipment that operate on alternative fuels or are hybrid-electric when possible and notify the City if environmentally friendly alternatives are used.
- 4.2.4 The City may request a quote for alternative products to determine the feasibility of using those products compared to products that are not as environmentally friendly. If the City approves the

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use of alternative products, quotes and manufacturer documentation shall reflect the sustainable attributes of those products.

4.3 Project Quotes and Expedited Services

4.3.1 Project Quote Process

For each project, the Contractors shall submit a fixed-price quote to the City's Contract Manager or designee which will be evaluated for accuracy, demonstrated understanding of the project scope of work/requirements, experience and expertise in providing the specific service, schedule and price reasonableness and awarded to the Contractor meeting the project requirements at the lowest price. Each project will have a pre-determined fixed-price amount. To comply with the quote process, the Contractor shall:

- 4.3.1.1 Acknowledge receipt of painting service requests within one (1) business day by email to the Contract Manager or designee. The Contract Manager or designee will provide the Contractor with the location, site contact, and description of the project.
- 4.3.1.2 Inspect the entire site to ensure that all required tasks are included prior to the submission of each project fixed-price quote.
- 4.3.1.3 Provide a written fixed-price quote, based on the labor rates listed in Attachment 4 – Price Sheet. The quote shall include at a minimum:
 - 4.3.1.3.1 a description of the work to be performed
 - 4.3.1.3.2 estimated square and/or linear feet
 - 4.3.1.3.3 method proposed to complete the requested services
 - 4.3.1.3.4 itemized estimate of materials
 - 4.3.1.3.5 itemized estimate of any rental equipment needed
 - 4.3.1.3.6 labor including the number of hours, number of job classification/title of workers proposed, and
 - 4.3.1.3.7 proposed timeline, including a proposed start and finish date/time
- 4.3.1.4 If alternative products are available to meet the sustainability goals of the City, these shall be submitted as an additional or alternative quote line to the originally stated project.
- 4.3.1.5 Not provide a fixed-price quote that includes a separate charge for administrative, overhead, per diem and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the hourly rates and shall not be paid separately.
- 4.3.1.6 Provide paint pricing in the Contractor's fixed-price quote when requested by the City to supply the paint for that job assignment. Otherwise, the fixed-price quote shall notate that the City will supply the paint and no charge for paint shall be reflected on the fixed-price quote.
- 4.3.1.7 Submit the fixed-price quote within two (2) business days of notification for approval by the Contract Manager or designee, or at a time mutually agreed to between the Contractor and the Contract Manager or designee.
 - 4.3.1.7.1 The Contract Manager or designee, will review the fixed-price quote and if in agreement, will issue a written notice to proceed in the form of a department Purchase Order (PO) form with corresponding Reference Number ("DO"). The Contractor shall not begin work without a DO from the City. Upon receipt of a DO, the Contractor shall contact the Contractor Manager or designee within two (2) business days to schedule a start date

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for services. Services shall start within five (5) business days of written approval by the City, or at a time mutually agreed to between the Contractor and Contract Manager or designee.

4.3.1.7.2 If the Contract Manager or designee does not agree with the lowest fixed-price quote as presented, the Contract Manager or designee may contact the Contractor to discuss and resolve. Once in agreement, the Contractor shall submit a revised fixed-price quote for approval to the Contract Manager or designee in one (1) business day, or at a time mutually agreed to between the Contractor and the Contract Manager or designee. The City may elect to reject the lowest fixed-price quote and award to the next lowest fixed-price quote which meets the project scope of work. The City reserves the right to reject any and all quotes.

4.3.1.8 Complete the work within the time stated in the fixed-price quote. The Contractor shall notify the Contract Manager or designee in writing upon completion of the services.

4.3.1.9 Request a quote change for additional time, in writing, if the Contractor determines that the services being performed cannot be completed as specified in the fixed-price quote. The Contractor shall not increase the original fixed-price quote for any Contractor requested time extension due to delays caused by the Contractor. The Contractor and the Contract Manager or designee shall mutually agree to a new date for completion of work. Under no circumstances shall the Contractor leave services unfinished without prior written approval of the Contract Manager or designee.

4.3.1.10 The Contractor shall notify the City's identified point of contact at each work site with an estimated time of arrival one (1) business day prior to beginning work at the City location, unless the Contract Manager or designee indicates additional notification time at the time of the request.

4.3.2 Changes to Project Quote

4.3.2.1 The Contractor shall acknowledge and understand that the fixed-price quote is the maximum amount the City will pay for the service, regardless of increases in labor or materials **initiated by the Contractor**. Contractor changes to the approved fixed-price quote shall not increase the total dollar amount on the fixed-price quote.

4.3.2.2 The Contractor shall immediately notify the Contract Manager or designee in writing (by email) if additions, deletions, and/or revisions to a job assignment are needed. Within one (1) business day of verbal notification, the Contractor shall submit a written quote change request to the Contract Manager or designee. The City reserves the right to reject any changes to the project fixed-price quote requested by the Contractor. Under no circumstances shall Contractor proceed with changes to the project fixed-price quote without approval from the Contract Manager.

The Project Quote Change Request shall include the following:

4.3.2.2.1 A description of the change or addition in the work and the reason for the change/addition, explaining the benefits of the change/addition

4.3.2.2.2 The adjustment in the project time, if any.

4.3.2.3 **If the City requests to change a fixed-price quote** due to a change in the scope of work that would increase the number of labor hours required or the amount of materials required, the Contractor shall amend the original fixed-price amount and, upon approval and acceptance of the amended fixed-price quote, shall be reimbursed for the changes.

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4.3.3 Expedited Painting Services

The Contractor shall:

- 4.3.3.1 Be available to perform expedited services twenty-four (24) hours per day, three hundred sixty-five (365) days per year.
- 4.3.3.2 Acknowledge an expedited request within two (2) hours or less and be onsite within four (4) hours unless otherwise approved or agreed-upon by the Contract Manager or designee. The response time shall begin at the time the call is made and end at the time the appropriate Contractor's employee signs in at the work site.
- 4.3.3.3 Provide a complete fixed-price quote with an estimated completion time to the Contract Manager or designee within two (2) hours of arrival to the job site. If two (2) hours is not enough time to complete the quote, notify the Contract Manager to request additional time. The Contractor and Contract Manager or designee may mutually agree that a verbal quote for expedited painting services will meet the needs of the City. Verbal quotes shall not release the Contractor from its responsibilities as described by the terms of this Contract.
- 4.3.3.4 If providing a verbal fixed-price quote for expedited painting services, provide the Contract Manager or designee with a written fixed-price quote, and summary of the services performed within two (2) business days of the request for expedited services, unless otherwise requested or specified by the Contract Manager or designee.

4.4 Site and Surface Preparation

The Contractor shall:

- 4.4.1 Be responsible for the proper preparation of surfaces to be painted including, protection of all non-movable items or equipment, and the proper application of all materials.
- 4.4.2 Use tarps, drop cloths, and painter's tape to protect work or other property wherever such covering is necessary.
- 4.4.3 Be responsible for moving and relocating all furniture such as desks, cabinets, stand-alone bookshelves, chairs, plant stands, etc. when painting services are required behind furniture. In addition, items hung on the walls shall be removed and replaced by the Contractor.
- 4.4.4 Avoid disconnecting electronic equipment such as computers, fax machines, telecommunication equipment, and appliances such as but not limited to refrigerators. The Contract Manager or designee shall be responsible for disconnections and coordinating disconnections as necessary.
- 4.4.5 Be responsible for the proper preparation of surfaces prior to painting which may include the removal of staples, tape or other adhesive materials as well as cleaning areas (i.e. jambs and door facings) where accumulations of dirt, grease, or grime may prevent proper paint adhesion.
- 4.4.6 Remove or protect hardware accessories, picture tracks, machined surfaces, plates, lighting fixtures, locksets, hinges, fire suppression systems and similar items not intended to be painted prior to cleaning and painting as directed by the City's Contract Manager or designee. These items shall be promptly reinstalled (or protective coverings removed) after painting operations.
- 4.4.7 Ensure cracks and defects in walls, including nail holes, are patched before painting. All loose or scaly paint shall be scraped before painting.
- 4.4.8 Ensure newly constructed wall surfaces have all drywall nails and screws filled.

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- 4.4.9 Ensure seams are properly taped, scratched, and sanded prior to the application of texture and paint.
- 4.4.10 Ensure outside corners have metal corner bead installed prior to taping and floating unless otherwise instructed by the Contract Manager or designee.
- 4.4.11 Ensure existing textured walls have all voids, cracks, holes, etc. filled with a compatible material and is clean, dry, and free of dirt/dust prior to the application of primer, texture, and paint. If texture on any wall(s) contains asbestos as identified by the City, then wall(s) must only be wet wiped as a method of smoothing out material to be used as filler. At no time will there be any sanding, scraping, drilling, or abrading on these walls.
- 4.4.12 Ensure plaster wall surfaces are clean, dry, and free of dirt and dust, and all voids filled with a compatible material prior to the application of paint. These surfaces shall not receive texture.
- 4.4.13 Ensure all exterior surfaces except windows are pressure cleaned, as necessary, to remove dirt, stains, and mildew prior to painting.
- 4.4.14 Ensure doors, frames, and trim are properly sanded and prepped prior to the application of any enamel paint.
- 4.4.15 Provide additional surface preparation if required at the Contract Manager's discretion. The Contract Manager will define these requirements during the initial meeting or site visit for each project.
- 4.4.16 Understand the Contract Manager or designee may request to inspect the completed surface preparation prior to paint application. If City inspection is required, the Contractor shall not apply paint until the Contract Manager or designee has approved the surface preparation.

4.5 Paint Application

The Contractor shall:

- 4.5.1 Install all paints/coatings are in accordance with manufacturer's instructions. Paints/Primers to be used will be specified by the Contract Manager in advance.
- 4.5.2 Install all required material (paint, primer, putty, etc.) in proper relation to adjacent construction and with uniform appearance. Clean and prime area as recommended by manufacturer.
- 4.5.3 Ensure the rate of coverage per gallon for the paint to be applied does not exceed the maximum rate recommended by its manufacturer.
- 4.5.4 Ensure all coating applications or mixing/thinning of material are performed in accordance with the manufacturer's specifications.
- 4.5.5 Ensure all paints are thoroughly stirred before removal from the containers and shall be kept stirred while in use.
- 4.5.6 Ensure all paint in any one-paint coat are hard and dry through the entire paint film before the next coat is applied. In no case shall the elapsed time between the applications of the successive coats of paint to any surface be less than that recommended by the paint manufacturer.
- 4.5.7 Ensure all coated surfaces are to be free of dust, dirt, and contamination before succeeding coats are applied, per manufacturer's specifications.
- 4.5.8 Ensure all paint may be rolled or brushed on all textured or plaster surfaces. Any other method

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of application must have prior approval of Contract Manager or designee.

- 4.5.9 Ensure all top, sides, and bottom edges on all doors are painted.
- 4.5.10 Ensure all coats have uniform thickness and be free of brush marks, runs, drips, sags, bubbles, pinholes, ridges, laps, variations in color or texture and other irregularities. Separate coats shall conform to the dry film thickness specified and shall have a distinguishable color difference from the preceding or subsequent coats.

4.6 Exterior Painting

The Contractor shall:

- 4.6.1 Ensure any rough or peeling surfaces are thoroughly scraped with either scrapers or wire brushes and edges feathered with sandpaper before being primed with the appropriate primer for the material prior to the application of two coats of finish as specified.
- 4.6.2 Ensure all pitch (roof tar) are removed from gutters, flashing, and fascia boards prior to the application of primer coat. Copper and aluminum gutters, gutter flashings, and fascia are not to be painted.
- 4.6.3 Ensure all window frames and doorframes are caulked prior to application of paint. All necessary glazing and caulking shall be done prior to the application of the primer coat around window glass. Caulking shall include between windows and brickwork, between coping and brickwork, and between coats where two coats are specified.
- 4.6.4 Ensure two coats of paint are applied to all exterior surfaces with 48 hours between paint coat applications when two coats are specified.
- 4.6.5 Ensure all doors are painted on all surfaces and all edges to maintain a uniform appearance. All doors (metal and wood), doorframes, and window frames except those having an aluminized unpainted finish shall be painted.
- 4.6.6 Ensure all operable windows and doors open freely upon completion of work.
- 4.6.7 Ensure all roof fans and ventilators (except those of aluminum) are painted with two coats of latex paint to match existing roof.

4.7 Environmental Conditions

The Contractor shall:

- 4.7.1 Not apply paint in rain, fog, mist, snow, sleet, in the presence of water, or, when relative humidity or temperature exceeds paint manufacturer's recommended limits.
- 4.7.2 Not apply paint in areas where dust is being generated.
- 4.7.3 Temporarily stop work at the request of the Contract Manager or designee, due to weather, lack of or improper material, safety violations, or other unforeseen circumstances. If the work stoppage is expected to be longer than 48 hours, the Contract Manager will issue a stop work notice and notify personnel in the City facilities.

4.8 Job-Site Conditions and Clean Up

The Contractor shall:

- 4.8.1 Be responsible for the immediate clean-up of the work area on a daily basis and keep work areas

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in an uncluttered condition. All rubbish accumulated from a job shall be removed from the City's premises by the Contractor at the Contractor's expense. No trash, paint buckets, or other debris is to be placed in City dumpsters or other trash containers belonging to City unless otherwise specified by the City. Cleanliness of the work area shall be subject to the Contract Manager's inspection and approval.

- 4.8.2 Immediately remove all spilled materials and clean to the original condition prior to the spillage.
- 4.8.3 Remove any drippage, spillage or splatter of paint or finishes from all walls, windows, floors, and finished surfaces that were not present before work commenced.
 - 4.8.3.1 Any drippage, splatters, spillage, runs, or accidental painting of fixtures/property shall be removed and made whole at the Contractor's expense. The City reserves the right to contact another Contractor to remedy the drippage, splatters, spillage runs, or accidental painting of fixtures. The Contractor shall be responsible for any price difference between the contracted amount and the alternate Contractor's charge.
- 4.8.4 Be responsible for the removal of all debris and unused material from City premises. The Contractor shall leave work areas in the original condition, or better, prior to the start of services.
- 4.8.5 Not use any plumbing fixture or waste piping for mixing of, or disposal of paint unless instructed to do so by the Contract Manager or designee. Generally accepted methods of paint wash disposal would be either disposal to sanitary sewer through a mop sink, toilet, or cleanout. If the Contract Manager does not identify an appropriate location for the cleaning of brushes and supplies or the disposal of any paint, the Contractor shall remove all brushes and equipment for proper cleaning and disposal, according to all local, state and federal laws.
- 4.8.6 Understand that work performed is subject to inspection and approval by the Contract Manager upon completion of a project. Payment will not be made for any service until all clean-up requirements have been met and the Contract Manager has approved acceptance of services, both to the standards discussed during the job inspection/quote and as to the terms of this contract.

4.9 Equipment

- 4.9.1 All equipment shall be in good operating condition and shall meet or exceed OSHA industry standards.
- 4.9.2 The Contractor shall ensure that any motorized or mechanical equipment such as lifts, booms, scaffolds, etc. shall be approved by the Contract Manager or designee before use. The City reserves the right to inspect equipment before use at City facilities.
 - 4.9.2.1 No gasoline, natural gas, diesel, or propane-powered equipment shall be allowed inside a facility without the written permission of the Contract Manager.
 - 4.9.2.2 Non-marking tires shall be cleaned before entry into the facility. In addition, the City may require a covering be laid on the floor to protect the floor from the equipment.
 - 4.9.2.3 The Contractor shall be responsible for any damage resulting from tire burns, battery leaks, oil or hydraulic leaks, scrapes or scratches.
- 4.9.3 The City may stop work at any time if inferior equipment (such as leaking solvents, safety risk, creating hazardous conditions, damaging City property, etc.) is in use by the Contractor. The City shall have the sole and final authority in determining if Contractor's equipment is inferior.
- 4.9.4 The Contractor shall be responsible for any loss or damage to rented or owned equipment used

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while performing services under this contract. The Contractor shall not charge the City for expenses incurred by Contractor or its Subcontractor for loss or damage to equipment or tools rented or Contractor owned equipment.

4.10 Disposal of Paint, Non-Hazardous and Hazardous Materials

The Contractor shall:

- 4.10.1 Be responsible for handling, transporting, and disposing of all painting material waste, supplies, paints and solvents, in accordance with all applicable laws, rules and regulations so as to ensure the highest level of safety to the environment and public health at no additional cost to the City.
- 4.10.2 Provide the manifest ticket for hazardous materials or other proof of proper disposal within ten (10) business days upon the request of the Contract Manager.
- 4.10.3 Not store used supplies and equipment on City premises at the end of the work day unless otherwise specified by the Contract Manager or designee.
- 4.10.4 Be responsible for any hazardous materials brought to the site by the Contractor.
- 4.10.5 Immediately notify the Contract Manager of any suspected hazardous materials encountered before or during performance of work and shall take all necessary precautions to avoid further disturbance of the materials. The City will be responsible for any hazardous material uncovered or revealed at the site which was not shown, indicated or identified during the site inspection visit.
- 4.10.6 Resume work at the affected area of the Project only after the Contract Manager or designee provides written certification that the Hazardous Materials have been removed or rendered harmless and all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or site. The Contractor shall be responsible for continuing the work in the unaffected portion of the Project and site.

4.11 Invoice Charges

The Contractor shall:

- 4.11.1 Only submit an invoice for the fixed-price quote amount. Invoices for labor charges shall be in accordance with Attachment 4 – Price Sheet. The Contractor shall certify on each invoice that Job Classifications that are subject to Prevailing Wage shall, at a minimum, be paid at the Total Minimum Wage Rate Required for that Classification.
- 4.11.2 Provide an itemized invoice that contains, at a minimum, the following:
 - 4.11.2.1 Address of work performed
 - 4.11.2.2 City of Austin contract number
 - 4.11.2.3 City of Austin purchase order number
 - 4.11.2.4 Contractor's unique invoice number and date
 - 4.11.2.5 Beginning and ending dates of services rendered
 - 4.11.2.6 The Contractor's unique quotation number

4.12 Warranty

- 4.12.1 The Contractor shall provide the Contract Manager or designee, at a minimum, a one (1) year warranty for labor and workmanship from date of completion on any work performed as well as documentation of any applicable manufacturer's warranty with the final invoice.

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5. CITY REQUIREMENTS

The City will:

- 5.1 Identify the location, on-site contact, and description of the painting project to the Contractor.
- 5.2 Provide paint specifications, when necessary. The City reserves the right to provide the paint on any and all projects.
- 5.3 Notify personnel in the City facilities prior to commencement of work.
- 5.4 Provide escorted access where applicable.
- 5.5 Provide the Contractor with name(s) of personnel authorized to order services.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Treni Construction Builder LLC	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	<u>Yes</u>	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<u>Yes</u>	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<u>Yes</u>	No

SUBCONTRACTOR(S):

Name of Local Firm	Treni Construction Builder will perform All work	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	<i>Treni Construction will perform All Work</i>	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	<i>Treni Construction Builder will perform All Work</i>	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas
Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 20th day of August, 2018

CONTRACTOR

Authorized
Signature

Title

TRENI Construction Builder LLC
Ryquell Woods
OWNER

Section 0835: Non-Resident Bidder ProvisionsCompany Name Trini Construction Builder LLC

Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

- A. Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
 (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name	<i>Trixi Construction Builder LLC</i>
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Additional Solicitation Instructions.

- ☐ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV.** Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB.** Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

*Does NOT Apply
BUT working
to achieve
the Texas State HUB/SV
certification*

- Offeror Identity.** The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status.** Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s).** Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmbsearch>. Federal: <https://www.vip.vetbiz.gov/> The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation.** If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 7500 KDS3001

SOLICITATION TITLE: Painting Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Treni Construction Builder LLC		
City Vendor ID Code	VS0000006907		
Physical Address	1822 W. Braker Ln #81431		
City, State Zip	Austin, TX 78708		
Phone Number	(512) 282-2262	Email Address	info@treniconstructionbuilder.com
Is the Offeror City of Austin M/WBE certified?	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES Indicate one: <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Reginald Woods / OWNER

Reginald Woods / August 20, 2018

Name and Title of Authorized Representative (Print or Type)

Signature/Date

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 7500 KDS3001
SOLICITATION TITLE: Painting Services

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☒ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s). *(Trini Construction Builder Personnel)*

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST -

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 7500 KDS3001

SOLICITATION TITLE: Painting Services

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 7500 KDS3001

SOLICITATION TITLE: Painting Services

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	N/A
Justification for not utilizing a certified MBE/WBE	Trini Construction Builders will use our Employees.

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee _____ Date _____

Tab #2 – Authorized Negotiator

Company Name: TRINI Construction Builder LLC

Authorized Representative: Reginald Worlds

Mailing Address: PO Box 81431
Austin, TX 78708

Email Address: info@triniconstructionbuilder.com

Tele: 512.282.2262

TAB #3 - TRINI Construction Builder LLC - Reference Sheet

Agency	Contact/Project Title	Project start / Finish	Desc. Of Work	Cost	Contact Information
Community Care / Central Health	Contract Number: N/A General Maint.	Start Date: Jan 2015 End Date: June 2016	General Maint.	150K	Community Care & Central Health / Gary Brady Facility Mgr / gary.brady@centralhealth.net / 512.978.8177
Texas A&M (Austin Texas)	Contract Number: N/A Office Remodel	Start Date: June 2017 End Date: Dec 2017	Complete office remodel	\$400K	Texas A&M / Bedalina Rosario Facility Manager / b-rosario@tti.tamu.edu / 512.779.7314
City of Austin	Contract Number: MA 7500 NA160000171 General Maint.	Start Date: Sep 2016 End Date: Present	General Maint.	1M	City Of Austin / Jermain Defreeze / jermain.defreeze@austintexas.gov / 512.945.4804
City of Austin	Contract Number: N/A Office Remodel / Paint	Start Date: Oct 2013 End Date: March 2014	General Maint. – Office Paint	100K	Mid State Plumbing / jack Tyler / jtyler@mid-stateplumbing.com / 512.288.3645
City Of Austin	Start Date: Oct 2013 End Date: March 2014	Start Date: Jan 2012 End Date: Dec 2015	General Painting	Price Varied	Kellogg Brown & Root / Tom Baumgartner / Thomas.baumgartner@kbr.com / 512.992.8551

Tab #4 – Executive Summary

TRINI Construction Builder LLC is in construction and is responsible for developing residential and commercial construction. We presently have the capacity to turn over in excess of \$2M per year. TRINI Construction Builder LLC prides itself on being able to achieve its client's objectives every time, on time. This can only be achieved with a company culture that has been developed and implemented direction of senior management of the organization. TRINI Construction Builder LLC is a "can do" company and rightly proud of its achievements to date. The company's culture can be best summed up in the company's key operating objectives. These are as follows:

- Ensuring our organizational structure contains the dynamics required to keep it in the forefront of modern project delivery methods.
- Provide collaborative expertise to all projects with the wealth and depth of experience the company has gained.
- Meet or exceed our client's specified benchmarks using a certified and fully auditable QA system.
- Provide our clients with an end product that is value for money by ensuring that projects are delivered within budget.
- Delivery of our client's projects in a timely manner.
- Provide our clients with ongoing risk management to minimize exposure.
- Provide staffing that open and accountable to ensure a dispute free environment.
- Provide a safe environment on our projects that fully auditable against industry standards.
- Ensure that our work practices are both environmentally sound and sustainable.
- Manage project industrial relations to ensure that all risk of time and cost overruns are minimized.
- Ensure that our staff are fully trained and appraised of changing industry practices and techniques.

BGC Construction is backed by the BGC (Australia) Pty Ltd Group and this provides many advantages to BGC Construction. The group turnover is in excess of \$3 billion per annum and has a workforce of over 3,500 employees.

Today, TRINI's range of operations includes residential and commercial construction.

We have the staff and management systems in place to ensure the success of your projects. At TRINI Construction Builder we also have the ability to call on resources at anytime. This means that instead of allowing a project to go unattended we are able to provide additional manpower to get the job done. This is a huge advantage to our operation and adds strength to the relationship between TRINI Construction and it's clients.

TRINI's commitment to superior quality remains a catalyst for future growth. Driven by a desire to be the best in all of its disciplines, TRINI will always remain true to its motto – **long standing tradition of high quality craftsmanship, personal commitment to each project, and exceptional customer service.**

Tab #5 – Personnel and Project Management Structure

Owner – Project leadership & responsible for reporting
Reginald Worlds

List of Employees

1. Larry Cross (Project manager) – 7 Years / 10 accounts / 50% dedicate to COA – PM / 10 years experience
2. Valentin H. Escalara (Foreman / Superintendent) – 5 Years / 1 accounts / 100% dedicate to COA – Superintendent / Foreman / 10 years experience
3. Juan Campos (Lead Painter) – 12 Years / 1 accounts / 100% dedicate to COA – Lead Painter / 25 years experience
4. Maura Ruiz – 2 Years
5. Isaiah Escalara
6. Noe Guteriz
7. Israel (Jesus) Martinez
8. Jesus Rodriguez
9. Isaac Soto
10. Joaquin Nieto (2nd Lead personnel)
11. Lesmar (Daniel) Jurado
12. Gabriel Gomez
13. Raul Martinez

Tab #6A – Technical Program

PURPOSE

Demonstrate TRINI Construction Builder detailed understanding of the requirement for the Scope Of Work.

Scopes of work to be covered under this contract will be to paint the following:

1. Drywall
2. Stucco
3. Plaster
4. Steel
5. Wood
6. Concrete

6A-1 There are no OSHA exception or citations issued in the last three calendar years.

6A-2 OSHA Incident Rate for the last two years: 0.5

6A-3 No specialized labor is hired for the duration of the project.

6A-4 We will continue to hire and seek out sufficient number of personnel through various programs (Texas Workforce and other avenues).

6A-5 See section 4.2 of this document

Tab 6 B

Attachment 1 SAMPLE PROJECT

Austin Convention Center Service Yard Painting Project

The information provided in this attachment shall be used to provide an itemized breakdown of the cost on the proposer's quote, including all equipment, tools, consumables, mobilization, and demobilization charges necessary to complete the job. The unit prices for labor shall not exceed those submitted in **Attachment 4 - Price Sheet**. A schedule (timeline) with specific tasks is required. Proposers should include enough information to demonstrate to the City that they understand what is necessary to complete the Scope of Work. Proposers shall submit mock invoices and supporting documentation that would be required for payment of labor hours (timesheets). In addition, **Attachment 1 - SAMPLE PROJECT** shall be used to complete **Attachment 2 - Sample Project Worksheet**

The sample painting project for the Austin Convention Center includes the following tasks for painting a 250-linear foot wide fence that is 27 feet tall. All painted surfaces will require prepping, priming, and two coats of finish color on both the street side and the yard side of the panels. Supplementary photos are attached for reference.

1) Fence & Louver Panels:

- a. Power wash both sides of fence
- b. Power wash both sides of louver panels

Water shall be captured for proper disposal (NOT to storm drains).

2) Fence

- a. Prime fence on both sides
- b. Paint fence - 2 finish coats both sides of fence.

Allow ample drying time between coats. No spraying of paint.

3) Gray Steel Posts – (7) posts, 27 feet tall

- a. Prime steel posts
- b. Paint steel posts

4) Prime and paint Louver Panels:

Looking at the wall is a lower louver panel and a top grille panel with a void between the two painted portions (see supplementary photos). The wall consists of ten (10) sections.

Six (6) of the sections have a louver panel measuring sixteen feet high by twenty-seven feet wide (16'H x 27'W), and a top grill that measures three and a half feet high by twenty-seven feet wide (3-1/2'H x 27'W).

One south section louver panel is sixteen feet high by eighteen feet wide (16'H x 18'W). The south section the top grill panel is three and a half feet high by eighteen feet wide (3-1/2'H x 18'W).

Exhibit B
Attachment 2 - Sample Project Worksheet
Revision 1.1

Vendor Name: Trini Construction Builder, LLC

Attachment 2: Sample Project Worksheet - Austin Convention Center Service Yard Painting Project

Item 1 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Schedule Daily Work Hours 8	Painters/Laborers Per SOW	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Power Wash Fence	1	27	250LF	27	250SF	N/A	6750SF	4Days	2 Laborer	Laborer	\$ 19.00	\$ 1,216.00
b) Power Wash Louver Panels	8	16	27	16	27	N/A	3456SF	2Days	2 Laborer	Laborer	\$ 19.00	\$ 608.00
Item 2 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Schedule Daily Work Hours 8	Painters/Laborers Per SOW	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Fence	1	27	250LF	27	250LF	N/A	6750SF	10 Days	4 Painter	Painter	\$ 31.39	\$ 10,044.80
b) Paint Fence	1	27	250LF	27	250LF	N/A	6750SF	20 Day	4 Painter	Painter	\$ 31.39	\$ 20,089.60
Item 3 - Description (1 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Schedule Daily Work Hours 8	Painters/Laborers Per SOW	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Steel Post	7	27	2	27	2	N/A	378SF	1 Day	1 Painter	Painter	\$ 31.39	\$ 251.12
b) Paint Steel Post	7	27	2	27	2	N/A	378SF	2 Days	1 Painter	Painter	\$ 31.39	\$ 502.24
Item 4 - Description (4 points)	QTY	# FT High	# FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Schedule Daily Work Hours 8	Painters/Laborers Per SOW	Job Classification	Labor Rate	Not-to-Exceed Quote
Louver Panel	6	16	27	16	27	N/A	2592SF	15 Days	3 Painters	Painter	\$ 31.39	\$ 11,300.40
Top Grill	6	4	27	4	27	N/A	648SF	4 Days	2 Painters	Painter	\$ 31.39	\$ 2,008.96
South Section Louver Panel	1	16	18	16	18	N/A	288SF	2 Days	1 Painter	Painter	\$ 31.39	\$ 502.24
South Section Top Grill Panel	1	4	18	4	18	N/A	72SF	4 Days	2 Painters	Painter	\$ 31.39	\$ 2,008.96
North Section Louver Panel	1	16	11	16	11	N/A	176SF	2 Days	1 Painter	Painter	\$ 31.39	\$ 502.24
North Section Top Grill	1	4	11	4	11	N/A	44SF	2 Days	1 Painter	Painter	\$ 31.39	\$ 502.24
Gated Section Top Grills												

Exhibit B
Attachment 2 - Sample Project Worksheet
Revision 1.1

Vendor Name: Trini Construction Builder, LLC

Attachment 2: Sample Project Worksheet - Austin Convention Center Service Yard Painting Project

Item 5 - Description (1 points)	QTY	FT High	FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Schedule Daily Work Hours 8	Painters/Laborers Per SOW	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Gates	2	10	40	10	40	N/A	400SF	1 Days	1 PainterP	Painter	\$ 31.39	\$ 251.12
b) Paint Gates	2	10	40	10	40	N/A	400SF	2 Days	1 PainterP	Painter	\$ 31.39	\$ 502.24
Item 6 - Description (1 points)	QTY	FT High	FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Schedule Daily Work Hours 8	Painters/Laborers Per SOW	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime Gate Supports	4	25	2	25	2	N/A	200SF	1 Days	1 PainterP	Painter	\$ 31.39	\$ 251.12
b) Paint Gate Supports	4	25	2	25	2	N/A	200SF	2 Days	1 PainterP	Painter	\$ 31.39	\$ 502.24
Item 7 - Description (1 points)	QTY	FT High	FT Wide	Total FT High	Total FT Wide	Total FT	UOM (SF or LF)	Schedule Daily Work Hours 8	Painters/Laborers Per SOW	Job Classification	Labor Rate	Not-to-Exceed Quote
a) Prime I-Beams	2	27	2	27	2	N/A	320SF	1 Days	1 PainterP	Painter	\$ 31.39	\$ 251.12
b) Paint I-Beams	2	27	2	27	2	N/A	320SF	2 Days	1 PainterP	Painter	\$ 31.39	\$ 502.24

Total \$ 51,796.88

Contractor & Builder
Commercial & Residential

P. O. Box 81431 - Austin, Texas 78758

6C – Quality Control / Assurance Plan

TRINI Construction Builder Will:

1. Perform all non-expedited painting services during regular business hours, which are defined as Monday through Friday from 6:00 a.m. to 5:00 p.m.

3.2.1.1 If the TRINI Construction Builder is unable to provide these services during the designated regular business hours, the TRINI Construction Builder shall obtain written approval from the Contract Manager or designee to perform the services during non-regular business hours. Work performed during non-regular business hours which are covered under this provision, shall be billed at the regular business hour labor rate.

3.2.1.2 If TRINI Construction Builder wishes to work on the weekends TRINI Construction Builder will provide a written notice to the Contract Manager in advance no later than noon (12:00 p.m.) on the Wednesday prior to the proposed weekend TRINI Construction Builder wishes to work.

3.2.2 TRINI Construction Builder will perform services during non-regular business hours, which is defined as Monday through Friday from 5:01 p.m. to 5:59 a.m., weekends, and official City holidays, only if requested by the City. TRINI Construction Builder shall not invoice the non-regular business hour rate for services unless requested and approved in writing by the Contract Manager or designee prior to starting the work.

3.2.3 TRINI Construction Builder will not charge overtime rate due to lack of available staff for services performed during nonregular business hours that could reasonably be completed during regular business hours. TRINI Construction Builder's lack of available staff to perform services shall not constitute the City paying a higher rate or paying TRINI Construction Builder's personnel for overtime. The City shall not be responsible for paying over time of TRINI Construction Builder's employees.

3.2.4 TRINI Construction Builder's will provide a list employees who are scheduled to provide the services to the Contract Manager. TRINI Construction Builder's employees shall have proper identification (photo id, company id, etc.) in their possession to ensure access to the facility in which the TRINI Construction Builder is required to work.

3.3 Single Point of Contact (SPOC)

3.3.1 TRINI Construction Builder shall provide a SPOC to the City's Contract Manager or Designee, who is English speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this Scope of Work. 3.3.2 The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays and have the authority to dispatch TRINI Construction Builder personnel. TRINI Construction Builder shall provide the office number, email address, and cell phone number for the SPOC.

3.3.3 The SPOC shall have full decision-making authority on behalf of the TRINI Construction Builder for all services provided under this Contract.

3.3.4 The SPOC shall inspect, monitor, and supervise the TRINI Construction Builder's employees; ensuring adherence to the work schedule, safety requirements, and quality of work.

3.3.5 During times the SPOC is unavailable (due to vacation, travel, etc., for example), the TRINI Construction Builder will provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

3.4 On-Site Supervisor

3.4.1 TRINI Construction Builder will have an English-speaking, qualified working Lead Painter/Supervisor at the work-site at all times while services are being performed. The Supervisor will be a working supervisor and perform painting services and general labor tasks. The Supervisor shall have the authority to act on behalf of the TRINI Construction Builder and may also serve as the TRINI Construction Builder's SPOC.

3.4.2 The Supervisor will report to the Contract Manager or designee daily when work is being performed on this Contract, or on a schedule that is mutually agreed to between the TRINI Construction Builder and Contract Manager or designee.

3.4.3 The Supervisor will be responsible for all keys assigned to unlock spaces and for security of the worksite.

3.4.4 The Supervisor will be responsible for the conduct and performance of the TRINI Construction Builder's employees.

3.5 Safety Requirements

The TRINI Construction Builder will:

3.5.1 Store, handle, and install all paint materials per manufacturer's specifications.

3.5.2 Comply with all provisions of the Occupational Health and Safety Act (OSHA) to protect the life and health of employees and other persons; to prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions. TRINI Construction Builder will comply with the latest version of the 29 CFR 1910, Occupational Safety and Health Standards. Compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of TRINI Construction Builder, and the City assumes no liability or responsibility for TRINI Construction Builder's compliance or noncompliance with such responsibilities.

3.5.3 Comply with all OSHA reporting requirements for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact.

TRINI Construction Builder will provide a verbal report to the City immediately, and no more than one (1) business day, of the occurrence. TRINI Construction Builder will cooperate with the City, providing written documentation and any information required for their records.

3.5.4 Will not require any person to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety.

3.5.5 Immediately notify the Contract Manager or designee upon detection of existing or potentially hazardous conditions while performing services under this Contract.

3.5.6 Comply with all Federal, State, Local and City regulations and requirements as applicable to their industry which will include any statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation and recovery. All environmental protection matters or questions will be coordinated with the Contract Manager or designee.

3.5.7 Ensure personnel will wear appropriate personal protection equipment at all times and follow all applicable safety practices in their industry.

3.5.8 Block off and mark all work areas with appropriate safety signs and safety barricades/bollards to protect the public from injury, including "Wet Paint" signs.

3.5.9 The TRINI Construction Builder is responsible for obtaining all necessary permits to barricade City streets and sidewalks.

3.5.10 Be responsible for the enforcement of all safety requirements for any work performed under the Agreement. If TRINI Construction Builder fails or refuses to promptly comply with safety requirements, the Contract Manager or designee may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such order will be made the subject of a claim for extension of time or for excess costs or damages to TRINI Construction Builder.

3.5.11 Will not use materials that contain asbestos or lead at any City property under this contract.

3.5.12 Will not use any materials or chemicals that may cause a physical or health hazard without receiving prior approval from the Contract Manager. TRINI Construction Builder will provide, upon request, the manufacturer's specifications, a Safety Data Sheet (formerly MSDS), and any required Environmental Protection Agency (EPA) information on usage and handling.

3.5.13 Inform the Contract Manager whenever work is expected to be hazardous to City employees, the general public, and/or City operations.

3.5.14 Coordinate the timing and transportation of equipment or materials to the work area. If transportation through the interior of a facility is required, TRINI Construction Builder will take every precaution to ensure public safety. Under no circumstances will TRINI Construction

Builder transport equipment or materials through the interior of a facility without prior coordination with the Contract Manager or designee.

3.6 Labor and Personnel

TRINI Construction Builder will:

3.6.1 We ensure all TRINI Construction Builder's personnel report to the Security Control Center upon arrival and departure from City premises and sign in or out of the facility. TRINI Construction Builder will not allow other individuals to sign them in or out on their behalf. The City reserves the right to verify the signatures and the time signed in and out to verify TRINI Construction Builder's labor hours invoiced. The City is not responsible for paying TRINI Construction Builder employees whom do not sign in and out with the Security Control Center.

3.6.2 Remain in compliance to the City's Workforce and Security Clearance as described in Section 0400, Supplemental Terms and Conditions while onsite.

3.6.3 We will ensure the safety of our employees, City employees, and the general public during performance of all services under this contract. TRINI Construction Builder will ensure that all crews are fully and properly equipped to perform services promptly and safely.

3.6.4 Have comprehensive communication programs in place for employees, which provide training and information related to the safe use of substances identified as health or physical hazards by OSHA. TRINI Construction Builder will submit proof of personnel training and experience within five (5) business days upon request by the Contract Manager.

3.6.5 Require all personnel assigned to the project to wear necessary safety equipment and company issued identification (shirt, hat, or badge).

3.6.6 Immediately remove any TRINI Construction Builder employee(s) or representative of the TRINI Construction Builder from City property or facility, if requested by the City, that is (while providing services on City property or at City facilities) incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job. Furthermore, TRINI Construction Builder will not assign such employee or representative to a City work order/job without the City's prior written consent. TRINI Construction Builder will at all times maintain good discipline while performing services for the City.

3.6.7 Ensure that all personnel are continuously trained to meet the latest technology and industry standards. If a project requires the use of equipment or processes that require specialized training, TRINI Construction Builder will submit proof of personnel training and experience within five (5) business days upon request by the Contract Manager.

3.6.8 Understand that TRINI Construction Builder and all TRINI Construction Builder employees performing services under this contract are not constituted as an agent or employee of

the City. Accordingly, TRINI Construction Builder and its employees understand and agree that they will not be entitled to any of the rights and privileges established for employees of the City such as vacation, sick leave with pay, paid days off, life, accident and health insurance or severance pay upon termination of this contract. It is further expressly agreed and understood that the City will not withhold any sum due or payable by or on behalf of TRINI Construction Builder as withholding for any law or requirement of any governmental body and that all such payments as may be required by law are the sole responsibility of TRINI Construction Builder and the individual TRINI Construction Builder employees.

4.1.1 Understand and agree that the scheduling of events at City facilities takes precedence over any scheduled painting services agreed to by TRINI Construction Builder and Contract Manager or designee. TRINI will not hold the City liable, financially or otherwise, if the City needs to reschedule services with TRINI Construction Builder due to a new event scheduled at a City facility. The Contract Manager or designee will make every reasonable effort to immediately notify TRINI Construction Builder of changes in the City's schedule of events which may have an impact on scheduled services.

4.1.2 TRINI Construction Builder will provide all tools and equipment necessary and customarily required by the trade, materials, labor, permits, incidentals, expendable items, personnel protective equipment, transportation, electricity and water (if not available on site) for proper execution and completion of painting services, including scaffolding to reach a minimum working height of twenty (20) feet and pressure washers. The materials and services provided by the TRINI Construction Builder will comply with all current Federal, State and local laws, City ordinances, rules and regulations.

4.1.3 TRINI Construction Builder will be responsible for inspecting each site prior to submitting a fixed-price quote for services. No variation in price or conditions will be permitted based on the claim of ignorance, negligence, or false representation. Submission of a fixed-price quote is evidence that TRINI Construction Builder has familiarized himself/herself with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of the work to be done, and the equipment, materials, labor, etc. required.

4.1.4 TRINI Construction Builder will schedule site inspections with the Contract Manager or designee.

4.1.5 TRINI Construction Builder will use materials that are factory-new and free of defects in materials and workmanship.

4.1.6 TRINI Construction Builder provide all transportation required to perform the work. We will park our vehicles in areas designated by the City, if available. In the event the City cannot make parking arrangements for TRINI Construction Builder, TRINI Construction Builder will be responsible for parking fees and fines. All vehicles parked on City property will be clearly marked with TRINI Construction Builder name on both sides of each vehicle. Magnetic signs are acceptable.

4. TRINI CONSTRUCTION BUILDER RESPONSIBILITIES

4.1 General

4.2 Sustainability

The TRINI Construction Builder will:

4.2.1 Use LOW or NO VOC paint whenever possible. Inform the City of alternative products and practices it can offer that meet the City's sustainable purchasing objectives and that can be used to complete services. The alternative products and practices should consider total cost of ownership during the product's useful life, including operation, supplies, maintenance, and disposal cost and:

4.2.1.1 Conserve natural resources throughout the product life cycle by supporting up-cycling and recycling efforts as well as utilize products with high recycled content

4.2.1.2 Minimize environmental impacts such as water and air pollution during usage

4.2.1.3 Eliminate or reduce toxics that create hazards to workers, citizens, wildlife, and the environment

4.2.1.4 Assist in meeting the City of Austin's goals as stated on the Office of Sustainability performance tracking website: <http://www.austintexas.gov/page/sustainabilityperformance-tracking>

4.2.2 Research the availability of LEED and/or Energy Star related products or products that improve the quality or durability of the completed work that could be used for repairs and identify these products to the Contract Manager. Such products will be given first priority for use in repair jobs.

4.2.2.1 TRINI Construction Builder will not proceed with using the alternative suggestions unless specifically approved by the Contract Manager in writing before the start of the project.

4.2.3 Use vehicles and equipment that operate on alternative fuels or are hybrid-electric when possible and notify the City if environmentally friendly alternatives are used.

4.2.4 The City may request a quote for alternative products to determine the feasibility of using those products compared to products that are not as environmentally friendly. If the City approves the use of alternative products, quotes and manufacturer documentation will reflect the sustainable attributes of those products.

4.3 Project Quotes and Expedited Services

4.3.1 Project Quote Process

For each project, TRINI Construction Builders will submit a fixed-price quote to the City's Contract Manager or designee which will be evaluated for accuracy, demonstrated understanding of the project scope of work/requirements, experience and expertise in providing the specific service, schedule and price reasonableness and awarded to TRINI Construction Builder meeting the project requirements at the lowest price. Each project will have a pre-determined fixed-price amount. To comply with the quote process, TRINI Construction Builder will:

4.3.1.1 Acknowledge receipt of painting service requests within one (1) business day by email to the Contract Manager or designee. The Contract Manager or designee will provide TRINI Construction Builder with the location, site contact, and description of the project.

4.3.1.2 Inspect the entire site to ensure that all required tasks are included prior to the submission of each project fixed-price quote.

4.3.1.3 Provide a written fixed-price quote, based on the labor rates listed in Attachment 4 – Price Sheet. The quote will include at a minimum:

4.3.1.3.1 a description of the work to be performed 4.3.1.3.2 estimated square and/or linear feet 4.3.1.3.3 method proposed to complete the requested services 4.3.1.3.4 itemized estimate of materials 4.3.1.3.5 itemized estimate of any rental equipment needed 4.3.1.3.6 labor including the number of hours, number of job classification/title of workers proposed, and 4.3.1.3.7 proposed timeline, including a proposed start and finish date/time 4.3.1.4 If alternative products are available to meet the sustainability goals of the City, these will be submitted as an additional or alternative quote line to the originally stated project.

4.3.1.5 Not provide a fixed-price quote that includes a separate charge for administrative, overhead, per diem and transportation (i.e. travel time, mileage, and fuel) costs. These expenses will be included in the hourly rates and will not be paid separately.

4.3.1.6 Provide paint pricing in TRINI Construction Builder's fixed-price quote when requested by the City to supply the paint for that job assignment. Otherwise, the fixed-price quote will notate that the City will supply the paint and no charge for paint will be reflected on the fixed-price quote.

4.3.1.7 Submit the fixed-price quote within two (2) business days of notification for approval by the Contract Manager or designee, or at a time mutually agreed to between TRINI Construction Builder and the Contract Manager or designee.

4.3.1.7.1 The Contract Manager or designee, will review the fixed-price quote and if in agreement, will issue a written notice to proceed in the form of a department Purchase Order (PO) form with corresponding Reference Number ("DO"). TRINI Construction Builder will not begin work without a DO from the City. Upon receipt of a DO, TRINI Construction Builder will contact TRINI Construction Builder Manager or designee within two (2) business days to schedule a start date for services. Services will start within five (5) business days of written approval by the City, or at a time mutually agreed to between TRINI Construction Builder and Contract Manager or designee.

4.3.1.7.2 If the Contract Manager or designee does not agree with the lowest fixed price quote as presented, the Contract Manager or designee may contact TRINI Construction Builder to discuss and resolve. Once in agreement, TRINI Construction Builder will submit a revised fixed-price quote for approval to the Contract Manager or designee in one (1) business day, or at a time mutually agreed to between TRINI Construction Builder and TRINI Construction Builder Manager or designee. The City may elect to reject the lowest fixed-price quote and award to the next lowest fixed-price quote which meets the project scope of work. The City reserves the right to reject any and all quotes.

4.3.1.8 Complete the work within the time stated in the fixed-price quote. TRINI Construction Builder will notify the Contract Manager or designee in writing upon completion of the services.

4.3.1.9 Request a quote change for additional time, in writing, if TRINI Construction Builder determines that the services being performed cannot be completed as specified in the fixed-price quote. TRINI Construction Builder will not increase the original fixed-price quote for any TRINI Construction Builder requested time extension due to delays caused by TRINI Construction Builder. TRINI Construction Builder and the Contract Manager or designee will mutually agree to a new date for completion of work. Under no circumstances will TRINI Construction Builder leave services unfinished without prior written approval of the Contract Manager or designee.

4.3.1.10 TRINI Construction Builder will notify the City's identified point of contact at each work site with an estimated time of arrival one (1) business day prior to beginning work at the City location, unless the Contract Manager or designee indicates additional notification time at the time of the request.

4.3.2 Changes to Project Quote

4.3.2.1 TRINI Construction Builder will acknowledge and understand that the fixed-price quote is the maximum amount the City will pay for the service, regardless of increases in labor or materials initiated by TRINI Construction Builder. TRINI Construction Builder changes to the approved fixed-price quote will not increase the total dollar amount on the fixed-price quote.

4.3.2.2 TRINI Construction Builder will immediately notify the Contract Manager or designee in writing (by email) if additions, deletions, and/or revisions to a job assignment are needed. Within one (1) business day of verbal notification, TRINI Construction Builder will submit a written quote change request to the Contract Manager or designee. The City reserves the right to reject any changes to the project fixed-price quote requested by TRINI Construction Builder. Under no circumstances will TRINI Construction Builder proceed with changes to the project fixed price quote without approval from the Contract Manager.

The Project Quote Change Request will include the following:

4.3.2.2.1 A description of the change or addition in the work and the reason for the change/addition, explaining the benefits of the change/addition

4.3.2.2.2 The adjustment in the project time, if any.

4.3.2.3 If the City requests to change a fixed-price quote due to a change in the scope of work that would increase the number of labor hours required or the amount of materials required, TRINI Construction Builder will amend the original fixed-price amount and, upon approval and acceptance of the amended fixed-price quote, will be reimbursed for the changes.

4.3.3 Expedited Painting Services

TRINI Construction Builder will:

4.3.3.1 Be available to perform expedited services twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

4.3.3.2 Acknowledge an expedited request within two (2) hours or less and be onsite within four (4) hours unless otherwise approved or agreed-upon by the Contract Manager or designee. The response time will begin at the time the call is made and end at the time the appropriate TRINI Construction Builder's employee signs in at the work site.

4.3.3.3 Provide a complete fixed-price quote with an estimated completion time to the Contract Manager or designee within two (2) hours of arrival to the job site. If two (2) hours is not enough time to complete the quote, notify the Contract Manager to request additional time. TRINI Construction Builder and Contract Manager or designee may mutually agree that a verbal quote for expedited painting services will meet the needs of the City. Verbal quotes will not release TRINI Construction Builder from its responsibilities as described by the terms of this Contract.

4.3.3.4 If providing a verbal fixed-price quote for expedited painting services, provide the Contract Manager or designee with a written fixed-price quote, and summary of the services performed within two (2) business days of the request for expedited services, unless otherwise requested or specified by the Contract Manager or designee.

4.4 Site and Surface Preparation

TRINI Construction Builder will:

4.4.1 Be responsible for the proper preparation of surfaces to be painted including, protection of all non-movable items or equipment, and the proper application of all materials.

4.4.2 Use tarps, drop cloths, and painter's tape to protect work or other property wherever such covering is necessary.

4.4.3 Be responsible for moving and relocating all furniture such as desks, cabinets, stand-alone bookshelves, chairs, plant stands, etc. when painting services are required behind furniture. In addition, items hung on the walls will be removed and replaced by TRINI Construction Builder.

4.4.4 Avoid disconnecting electronic equipment such as computers, fax machines, telecommunication equipment, and appliances such as but not limited to refrigerators. The

Contract Manager or designee will be responsible for disconnections and coordinating disconnections as necessary.

4.4.5 Be responsible for the proper preparation of surfaces prior to painting which may include the removal of staples, tape or other adhesive materials as well as cleaning areas (i.e. jambs and door facings) where accumulations of dirt, grease, or grime may prevent proper paint adhesion.

4.4.6 Remove or protect hardware accessories, picture tracks, machined surfaces, plates, lighting fixtures, locksets, hinges, fire suppression systems and similar items not intended to be painted prior to cleaning and painting as directed by the City's Contract Manager or designee. These items will be promptly reinstalled (or protective coverings removed) after painting operations.

4.4.7 Ensure cracks and defects in walls, including nail holes, are patched before painting. All loose or scaly paint will be scraped before painting.

4.4.8 Ensure newly constructed wall surfaces have all drywall nails and screws filled.

4.4.9 Ensure seams are properly taped, scratched, and sanded prior to the application of texture and paint.

4.4.10 Ensure outside corners have metal corner bead installed prior to taping and floating unless otherwise instructed by the Contract Manager or designee.

4.4.11 Ensure existing textured walls have all voids, cracks, holes, etc. filled with a compatible material and is clean, dry, and free of dirt/dust prior to the application of primer, texture, and paint. If texture on any wall(s) contains asbestos as identified by the City, then wall(s) must only be wet wiped as a method of smoothing out material to be used as filler. At no time will there be any sanding, scraping, drilling, or abrading on these walls.

4.4.12 Ensure plaster wall surfaces are clean, dry, and free of dirt and dust, and all voids filled with a compatible material prior to the application of paint. These surfaces will not receive texture.

4.4.13 Ensure all exterior surfaces except windows are pressure cleaned, as necessary, to remove dirt, stains, and mildew prior to painting.

4.4.14 Ensure doors, frames, and trim are properly sanded and prepped prior to the application of any enamel paint.

4.4.15 Provide additional surface preparation if required at the Contract Manager's discretion. The Contract Manager will define these requirements during the initial meeting or site visit for each project.

4.4.16 Understand the Contract Manager or designee may request to inspect the completed surface preparation prior to paint application. If City inspection is required, TRINI Construction

Builder will not apply paint until the Contract Manager or designee has approved the surface preparation.

4.5 Paint Application

TRINI Construction Builder will:

4.5.1 Install all paints/coatings are in accordance with manufacturer's instructions. Paints/Primers to be used will be specified by the Contract Manager in advance.

4.5.2 Install all required material (paint, primer, putty, etc.) in proper relation to adjacent construction and with uniform appearance. Clean and prime area as recommended by manufacturer.

4.5.3 Ensure the rate of coverage per gallon for the paint to be applied does not exceed the maximum rate recommended by its manufacturer.

4.5.4 Ensure all coating applications or mixing/thinning of material are performed in accordance with the manufacturer's specifications.

4.5.5 Ensure all paints are thoroughly stirred before removal from the containers and will be kept stirred while in use.

4.5.6 Ensure all paint in any one-paint coat are hard and dry through the entire paint film before the next coat is applied. In no case will the elapsed time between the applications of the successive coats of paint to any surface be less than that recommended by the paint manufacturer.

4.5.7 Ensure all coated surfaces are to be free of dust, dirt, and contamination before succeeding coats are applied, per manufacturer's specifications.

4.5.8 Ensure all paint may be rolled or brushed on all textured or plaster surfaces. Any other method of application must have prior approval of Contract Manager or designee.

4.5.9 Ensure all top, sides, and bottom edges on all doors are painted.

4.5.10 Ensure all coats have uniform thickness and be free of brush marks, runs, drips, sags, bubbles, pinholes, ridges, laps, variations in color or texture and other irregularities. Separate coats will conform to the dry film thickness specified and will have a distinguishable color difference from the preceding or subsequent coats.

4.6 Exterior Painting

TRINI Construction Builder will:

4.6.1 Ensure any rough or peeling surfaces are thoroughly scraped with either scrapers or wire brushes and edges feathered with sandpaper before being primed with the appropriate primer for the material prior to the application of two coats of finish as specified. 4.6.2 Ensure all pitch (roof tar) are removed from gutters, flashing, and fascia boards prior to the application of primer coat. Copper and aluminum gutters, gutter flashings, and fascia are not to be painted.

4.6.3 Ensure all window frames and doorframes are caulked prior to application of paint. All necessary glazing and caulking will be done prior to the application of the primer coat around window glass. Caulking will include between windows and brickwork, between coping and brickwork, and between coats where two coats are specified.

4.6.4 Ensure two coats of paint are applied to all exterior surfaces with 48 hours between paint coat applications when two coats are specified.

4.6.5 Ensure all doors are painted on all surfaces and all edges to maintain a uniform appearance. All doors (metal and wood), doorframes, and window frames except those having an aluminized unpainted finish will be painted.

4.6.6 Ensure all operable windows and doors open freely upon completion of work.

4.6.7 Ensure all roof fans and ventilators (except those of aluminum) are painted with two coats of latex paint to match existing roof.

4.7 Environmental Conditions

TRINI Construction Builder will:

4.7.1 Not apply paint in rain, fog, mist, snow, sleet, in the presence of water, or, when relative humidity or temperature exceeds paint manufacturer's recommended limits.

4.7.2 Not apply paint in areas where dust is being generated.

4.7.3 Temporarily stop work at the request of the Contract Manager or designee, due to weather, lack of or improper material, safety violations, or other unforeseen circumstances. If the work stoppage is expected to be longer than 48 hours, the Contract Manager will issue a stop work notice and notify personnel in the City facilities.

4.8 Job-Site Conditions and Clean Up

TRINI Construction Builder will:

4.8.1 Be responsible for the immediate clean-up of the work area on a daily basis and keep work areas in an uncluttered condition. All rubbish accumulated from a job will be removed from the City's premises by TRINI Construction Builder at TRINI Construction Builder's expense. No trash, paint buckets, or other debris is to be placed in City dumpsters or other trash containers

belonging to City unless otherwise specified by the City. Cleanliness of the work area will be subject to the Contract Manager's inspection and approval.

4.8.2 Immediately remove all spilled materials and clean to the original condition prior to the spillage.

4.8.3 Remove any drippage, spillage or splatter of paint or finishes from all walls, windows, floors, and finished surfaces that were not present before work commenced.

4.8.3.1 Any drippage, splatters, spillage, runs, or accidental painting of fixtures/property will be removed and made whole at TRINI Construction Builder's expense. The City reserves the right to contact another TRINI Construction Builder to remedy the drippage, splatters, spillage runs, or accidental painting of fixtures. TRINI Construction Builder will be responsible for any price difference between the contracted amount and the alternate TRINI Construction Builder's charge.

4.8.4 Be responsible for the removal of all debris and unused material from City premises. TRINI Construction Builder will leave work areas in the original condition, or better, prior to the start of services.

4.8.5 Not use any plumbing fixture or waste piping for mixing of, or disposal of paint unless instructed to do so by the Contract Manager or designee. Generally accepted methods of paint wash disposal would be either disposal to sanitary sewer through a mop sink, toilet, or cleanout. If the Contract Manager does not identify an appropriate location for the cleaning of brushes and supplies or the disposal of any paint, TRINI Construction Builder will remove all brushes and equipment for proper cleaning and disposal, according to all local, state and federal laws.

4.8.6 Understand that work performed is subject to inspection and approval by the Contract Manager upon completion of a project. Payment will not be made for any service until all clean-up requirements have been met and the Contract Manager has approved acceptance of services, both to the standards discussed during the job inspection/quote and as to the terms of this contract.

4.9 Equipment

4.9.1 All equipment will be in good operating condition and will meet or exceed OSHA industry standards.

4.9.2 TRINI Construction Builder will ensure that any motorized or mechanical equipment such as lifts, booms, scaffolds, etc. will be approved by the Contract Manager or designee before use. The City reserves the right to inspect equipment before use at City facilities.

4.9.2.1 No gasoline, natural gas, diesel, or propane-powered equipment will be allowed inside a facility without the written permission of the Contract Manager.

4.9.2.2 Non-marking tires will be cleaned before entry into the facility. In addition, the City may require a covering be laid on the floor to protect the floor from the equipment.

4.9.2.3 TRINI Construction Builder will be responsible for any damage resulting from tire burns, battery leaks, oil or hydraulic leaks, scrapes or scratches.

4.9.3 The City may stop work at any time if inferior equipment (such as leaking solvents, safety risk, creating hazardous conditions, damaging City property, etc.) is in use by TRINI Construction Builder. The City will have the sole and final authority in determining if TRINI Construction Builder's equipment is inferior.

4.9.4 TRINI Construction Builder will be responsible for any loss or damage to rented or owned equipment used while performing services under this contract. TRINI Construction Builder will not charge the City for expenses incurred by TRINI Construction Builder or its Subs for loss or damage to equipment or tools rented or TRINI Construction Builder owned equipment.

4.10 Disposal of Paint, Non-Hazardous and Hazardous Materials

TRINI Construction Builder will:

4.10.1 Be responsible for handling, transporting, and disposing of all painting material waste, supplies, paints and solvents, in accordance with all applicable laws, rules and regulations so as to ensure the highest level of safety to the environment and public health at no additional cost to the City.

4.10.2 Provide the manifest ticket for hazardous materials or other proof of proper disposal within ten (10) business days upon the request of the Contract Manager.

4.10.3 Not store used supplies and equipment on City premises at the end of the work day unless otherwise specified by the Contract Manager or designee.

4.10.4 Be responsible for any hazardous materials brought to the site by TRINI Construction Builder.

4.10.5 Immediately notify the Contract Manager of any suspected hazardous materials encountered before or during performance of work and will take all necessary precautions to avoid further disturbance of the materials. The City will be responsible for any hazardous material uncovered or revealed at the site which was not shown, indicated or identified during the site inspection visit.

4.10.6 Resume work at the affected area of the Project only after the Contract Manager or designee provides written certification that the Hazardous Materials have been removed or rendered harmless and all necessary approvals have been obtained from all government and quasigovernment entities having jurisdiction over the Project or site. TRINI Construction Builder will be responsible for continuing the work in the unaffected portion of the Project and site.

4.11 Invoice Charges

TRINI Construction Builder will:

4.11.1

Only submit an invoice for the fixed-price quote amount. Invoices for labor charges will be in accordance with Attachment 4 – Price Sheet. TRINI Construction Builder will certify on each invoice that Job Classifications that are subject to Prevailing Wage will, at a minimum, be paid at the Total Minimum Wage Rate Required for that Classification.

4.11.2 Provide an itemized invoice that contains, at a minimum, the following:

4.11.2.1 Address of work performed

4.11.2.2 City of Austin contract number

4.11.2.3 City of Austin purchase order number

4.11.2.4 TRINI Construction Builder's unique invoice number and date

4.11.2.5 Beginning and ending dates of services rendered

4.11.2.6 TRINI Construction Builder's unique quotation number

4.12 Warranty

4.12.1 TRINI Construction Builder will provide the Contract Manager or designee, at a minimum, a one (1) year warranty for labor and workmanship from date of completion on any work performed as well as documentation of any applicable manufacturer's warranty with the final invoice.

Exhibit B
ATTACHMENT 3 - PRICE SHEET
CITY OF AUSTIN
PAINTING SERVICES
RFP 7500 KDS3001
Revision 1.1

Company Name: TRINI Construcion Builder LLC_____

Special Instructions: Offerors must use this Price Sheet to submit pricing. Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of your Offer.

The quantities listed are annual estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as-needed and specified by the City for each order.

The City intends to make multiple awards to establish a qualified list of Contractors based on the offeror's ability to meet the scope of work requirements, qualifications, experience and cost.

HOURLY LABOR RATE

The rates listed below shall include all charges for labor, administrative, overhead, per diem, and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the rates provided and shall not be paid separately.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the proposer does not wish to bid on that item.

Job Classifications that are subject to Prevailing Wage shall, at a minimum, be priced at the Total Minimum Wage Rate Required for that Classification. Rates which do not meet the Total Minimum Wage Rate for that Classification shall result in a non-responsive offer.

ITEM NO.	LABOR RATE	ESTIMATED ANNUAL HOURS	HOURLY LABOR RATE	EXTENDED PRICE
1.1	Lead Painter/Supervisor: for painting and general services during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	10,875	\$35.15	\$ 382,256.25
1.2	Lead Painter/Supervisor: for painting and general services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	1,990	\$52.73	\$ 104,932.70
1.3	Painter: (priming, painting) for painting services during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	21,750	\$ 31.39	\$ 682,732.50
1.4	Painter: (priming, painting) for services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	2,040	\$ 47.09	\$ 96,063.60
1.5	Drywall/Taping: (texturing) for services during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	5,240	\$ 26.86	\$ 140,746.40
1.6	Drywall/Taping: (texturing) for services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	290	\$ 40.29	\$ 11,684.10
1.7	Laborer, Common or General: (for general services - example: pressure washing, cleaning, removing debris, load and unload building materials, take apart bracing, scaffolding) during regular business hours, defined as Monday through Friday 6:00 am - 5:00 pm	5,240	\$ 19.00	\$ 99,560.00

Exhibit B
ATTACHMENT 3 - PRICE SHEET
CITY OF AUSTIN
PAINTING SERVICES
RFP 7500 KDS3001
Revision 1.1

1.8	Laborer, Common or General: (for general services - example: pressure washing, cleaning, removing debris, load and unload building materials, take apart bracing, scaffolding) for services during non-regular business hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays	290	\$ 28.50	\$ 8,265.00
TOTAL				\$ 1,526,240.55

Reginald Walde
August 20, 2018

Exhibit B

[illegible]



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 1

Date of Addendum: 7/3/2018

This addendum for the above referenced solicitation for a Group Pre-Paid Legal Plan is to incorporate the following changes and answer the following question:

I. Clarifications:

1. The Solicitation Documents will be reposted to the City's Vendor Connection website located at Austin Finance Online https://www.austintexas.gov/financeonline/account_services/account/login.cfm to make the following changes to Section 0400 Supplemental Purchase Provisions, Item 8. Retainage:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

stipulated to be 20% of the project quote not-to-exceed amount. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of 20% of the project quote not-to-exceed amount.

8. **RETAINAGE:** The City will ~~may~~ withhold twenty percent (20%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

II. Questions:

1. Does the solicitation require a bid or performance bond?

Answer: No. However, the solicitation does contain a Liquidated Damages clause in Section 0400 Supplemental Purchase Provisions and a requirement in Section 0500 Scope of Work 4.8.6 regarding performance and acceptance of services.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

7/3/2018
Date

ACKNOWLEDGED BY:

Reginald World
Name

Reginald World
Authorized Signature

Aug 20, 2018
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001 Addendum No: 2 Date of Addendum: 7/3/2018

This addendum for the above referenced solicitation for **Painting Services** is to make the following correction to the solicitation name in Addendum 1:

I. Clarifications:

Solicitation: RFP 7500 KDS3001 Addendum No: 1 Date of Addendum: 7/3/2018

This addendum for the above referenced solicitation for a ~~Group Pre-Paid Legal Plan~~ Painting Services is to incorporate the following changes and answer the following question:

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

7/3/2018
Date

R. Woods

Aug 20, 2018



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 3

Date of Addendum: 7/12/2018

This addendum for the above referenced solicitation for **Painting Services** is to extend the solicitation due date.

Due Date:

August 2, 2018, 2:00 PM CST

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

7/12/2018
Date

ACKNOWLEDGED BY:

Reginald Worle
Name

Reginald Worle
Authorized Signature

Aug 20, 2018
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 4

Date of Addendum: 7/31/2018

This addendum for the above referenced solicitation for **Painting Services** is to extend the solicitation due date.

Due Date:

August 16, 2018, 2:00 PM CST

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

Date

ACKNOWLEDGED BY:

Name

Authorized Signature

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 5

Date of Addendum: 8/7/2018

This addendum for the above referenced solicitation for a Painting Services is to incorporate the following changes and answer the following questions for the solicitation:

I. Solicitation Revisions:

1. Section 0500, Scope of Work, has been revised in Revision 1.1 and the solicitation shall be reposted. Details on all changes are attached to this Addendum.
2. Section 0600, Proposal Instructions and Evaluation Criteria has been revised in Revision 1.1 and shall be reposted. Details on all changes are attached to this Addendum.
3. Attachment 2 - Sample Project Worksheet has been revised to add two columns, Column J – Job Classification and Column K – Labor Rate.

II. Questions:

1. On Attachment 1, Sample Project Sheet 1 of 9; item (1) bullet (b.) requires to power-wash both sides of louver panels. Are these the same panels described on item (4) Prime and paint louver panels?

Answer: Yes.

2. On Attachment 1, Sample Project Sheet 6 and 7 of 9, the photographs are the same. Should the duplicate be disregarded? Is there a photograph that is missing?

Answer: The second photo is a duplicate and should be disregarded. There is not a photo that is missing.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Kimberley Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

8/9/2018
Date

ACKNOWLEDGED BY:

Reginald Woods
Name

Reginald Woods
Authorized Signature

Aug 29, 2018
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 6

Date of Addendum: 8/9/2018

This addendum for the above referenced solicitation for a Painting Services is to incorporate the following changes and answer the following questions for the solicitation:

I. Clarification:

1. Addendum 5 was not signed by the City. The signed Addendum 5 is attached to Addendum 6.

II. Solicitation Revisions:

1. Section 0500, Scope of Work, has been revised in Revision 1.2 and the solicitation shall be reposted. Details on all changes are attached to this Addendum.
2. Section 0600, Proposal Instructions and Evaluation Criteria has been revised in Revision 1.2 and shall be reposted. Details on all changes are attached to this Addendum.

III. Questions:

1. When a project is quoted for fixed price, are estimated hours to be verified with time sheets or is it a fixed price quote whether or not the estimated hours are higher or lower?

Answer: No, time sheets are not required to be submitted with invoices. The quoted fixed-price shall be the invoiced price, regardless if the actual hours needed to complete the job are more, or less, than what you originally quoted. The Contractor shall only invoice for the agreed upon, quoted fixed-price.

2. Is the sample job being awarded now or is it only an example?

Answer: The Sample Project is based upon work that has been done in the past and is anticipated again in the future. The Sample Project will not be awarded based upon Contractor's responses to the RFP solicitation. If services are requested for the Sample Project during the Contract term, the City will invite the Contractors to submit a fixed-price quote based upon a site-visit as outlined in the Scope of Work 4.3.1. The fixed-price quote shall not exceed that proposed for this Sample Project unless an error or omission in the Sample Project is discovered by the Contractors during the site visit and is verified and approved by the City in writing.

3. How many Contractors is the City looking to qualify?

The City does not have a pre-determined number of Contractors to award a Contract but does intend to make multiple awards.

4. Do measurements need to be field-measured for the Sample Project or based on the information provided in the solicitation? The Sample Project Worksheet has a line for LF and SF.

Contractors shall complete the Sample Project from the written instructions and images provided for the purposes of the solicitation. The Sample Project Worksheet allows for either LF or SF, depending upon the item to be painted since some items have provide both length/width and height measurements and some measurements are only in length/width.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

8/9/2018
Date

ACKNOWLEDGED BY:

Reginald Worlds
Name

Reginald Worlds
Authorized Signature

Aug 20, 2018
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 7500 KDS3001

Addendum No: 7

Date of Addendum: 8/14/2018

This addendum for the above referenced solicitation for a Painting Services is to incorporate the following changes:

I. Solicitation Revisions:

1. Attachment 3, Price Sheet, has been revised in Revision 1.1 to remove Category 2 and has been reposted to Austin Finance Online: https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm
2. Section 0500, Scope of Work, items 4.3.1.3, 4.3.1.3.4 and 4.3.1.3.5 have been revised to remove the requirement to include the percent mark-up for materials and rental equipment in fixed-price quotes. Section 0500, Scope of Work Revision 1.3 is attached to this Addendum to reflect these changes. The entire solicitation package will be re-posted.

II. Due Date Extension:

The **Due Date** for the solicitation for Painting Services is hereby extended to **Tuesday, August 21, 2:00 PM.**

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

8/14/2018
Date

ACKNOWLEDGED BY:

Reginald Woods
Name

Reginald Woods
Authorized Signature

Aug 20, 2018
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION

GOAL DETERMINATION REQUEST FORM

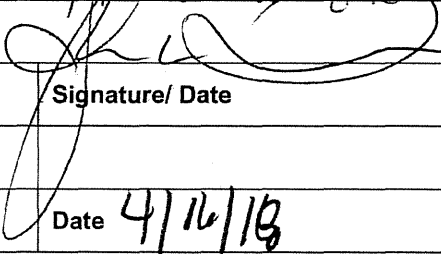

Buyer Name/Phone	Kim Scannell/42261	PM Name/Phone	Kelly Jones/404-4351 Don Hopkins/41723
Sponsor/User Dept.	User Dept	Sponsor Name/Phone	David Acuna/43969
Solicitation No	RFP 7500 KDS3001	Project Name	Painting Services
Contract Amount	\$7,300,000.00	Ad Date (if applicable)	4/30/2018
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input checked="" type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Painting Services.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Previous solicitation IFB 7500 KDS0115 was cancelled; No Goals were assigned.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
91054 - Painting, Maintenance and Repair Services (75%); 14545 - Paint and Varnish (25%)			
Kimberley Scannell		4/11/2018	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	4/11/2018	Date Assigned to BDC	4/11/2018
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:	
<input type="checkbox"/> Insufficient availability of M/WBEs <input type="checkbox"/> Insufficient subcontracting opportunities <input type="checkbox"/> Sufficient availability of M/WBEs <input type="checkbox"/> Sole Source	<input type="checkbox"/> No availability of M/WBEs <input checked="" type="checkbox"/> No subcontracting opportunities <input type="checkbox"/> Sufficient subcontracting opportunities <input type="checkbox"/> Other
If Other was selected, provide reasoning:	
MBE/WBE/DBE Availability	
None	
Subcontracting Opportunities Identified	
None -- Have a multi-award contract has been identified and this will increase opportunities for M/WBEs	
John Wesley Smith 04.11.18	 Signature/ Date
SMBR Staff	
 SMBR Director or Designee	Date 4/16/18
Returned to/ Date:	

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 7500 KDS3001
SOLICITATION TITLE: Painting Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

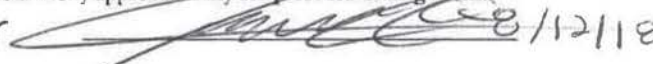
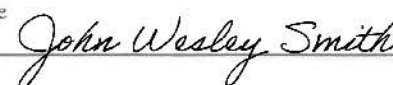
Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	CORZA Construction LLC		
City Vendor ID Code	V00000932848		
Physical Address	11233 Kirkland Hill Path		
City, State Zip	Austin, TX, 78754		
Phone Number	(830) 703.6846	Email Address	juancarlos@corzaconstruction.com
Is the Offeror City of Austin M/WBE certified?	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES Indicate one: <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Juan Carlos Corza, Owner  8/12/18
Name and Title of Authorized Representative (Print or Type) Signature/Date
 09.05.18

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 7500 KDS3001

SOLICITATION TITLE: Painting Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Treni Construction Builder LLC		
City Vendor ID Code	VS0000006907		
Physical Address	1822 W. Braker Ln #81431		
City, State Zip	Austin, TX 78708		
Phone Number	(512) 282-2262	Email Address	info@treniconstructionbuilder.com
Is the Offeror City of Austin M/WBE certified?	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES Indicate one: <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Reginald Woods / OWNER

Reginald Woods / August 20, 2018

Name and Title of Authorized Representative (Print or Type)

Signature/Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 7500 KDS3001
SOLICITATION TITLE: Painting Services

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☒ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s). *Trini Construction Builder Personnel*

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST -

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following CHECK BOXES **MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation **CANNOT** be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 7500 KDS3001

SOLICITATION TITLE: Painting Services

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 7500 KDS3001
SOLICITATION TITLE: Painting Services

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	N/A Trini Construction Builders will
Justification for not utilizing a certified MBE/WBE	USE our Employees.

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☒ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

John Wesley Smith

09/05/2018

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 7500 KDS3001
SOLICITATION TITLE: Painting Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Southstone Development Group, LLC		
City Vendor ID Code	V00000925009		
Physical Address	1914 E 6th St #6339		
City, State Zip	Austin, TX 78762		
Phone Number	512.745.6598	Email Address	alex@southstonegroup.com
Is the Offeror City of Austin M/WBE certified?	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES Indicate one: <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Alexander Canalini, CEO

08/13/18

Name and Title of Authorized Representative (Print or Type)

Signature/Date

John Wesley Smith 09.05.18

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 7500 KDS3001

SOLICITATION TITLE: Painting Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name			
City Vendor ID Code			
Physical Address			
City, State Zip			
Phone Number		Email Address	
Is the Offeror City of Austin M/WBE certified?	<input type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

NICK ANASTASIS - President

8-17-14

Name and Title of Authorized Representative (Print or Type)

Signature/Date



W 1 A

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 7500 KDS3001

SOLICITATION TITLE: Painting Services

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☐ **I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).**

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ **I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.**

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following CHECK BOXES **MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

N/A

SOLICITATION NUMBER: RFP 7500 KDS3001
SOLICITATION TITLE: Painting Services

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

N/A

SOLICITATION NUMBER: RFP 7500 KDS3001

SOLICITATION TITLE: Painting Services

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consult	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☒ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

John Wesley Smith 09.05.18
 Reviewing Counselor Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

 Director/Assistant Director or Designee Date